



**Volume II – Statement of Work**

**August 5, 2005**

# **Enterprise Applications PPEA Detailed Proposal**

## **Commonwealth of Virginia PPEA – Detailed Phase**

**Submitted to:**

Tim Bass  
Project Director  
PPEA Proposals  
Office of the Governor  
Patrick Henry Building  
1111 E. Broad St., 3rd Floor  
Richmond, Virginia 23219

**Submitted by:**

Pat Ferrill  
IBM Global Services  
9201 Arboretum Parkway  
Richmond, VA 23236  
301-335-4867 Office  
804-327-4572 Fax

## Table of Contents

Section	Page
<b>Schedule 2.2.....</b>	<b>1</b>
<b>1.0 IBM Statement of Work .....</b>	<b>1</b>
1.1 Scope of this SOW .....	1
1.2 Key Assumptions.....	1
1.3 IBM Responsibilities .....	2
1.3.1 Ongoing Project Management .....	2
1.4 Commonwealth of Virginia Responsibilities .....	3
1.4.1 Ongoing Project Management .....	3
1.4.2 Commonwealth of Virginia Project Manager .....	3
1.4.3 Facilities.....	4
1.4.4 Laws, Regulations and Statutes.....	5
1.4.5 Data File Content and Security .....	5
1.4.6 Other Commonwealth Responsibilities.....	5
1.4.7 Deliverable Materials .....	5
1.5 Completion Criteria .....	6
<b>2.0 Reimplementation of PeopleSoft Financials for VDOT and Global Template .....</b>	<b>6</b>
2.1 Project Scope.....	6
2.1.1 Business Process .....	7
2.1.2 Organizations .....	7
2.1.3 Extensions .....	7
2.1.4 Reports, Interfaces, Data Conversions and Enhancements (RICE).....	7
2.3 IBM Responsibilities .....	8
2.3.1 Work Breakdown Structure.....	8
2.4 Commonwealth of Virginia Responsibilities .....	14
2.4.1 Commonwealth of Virginia Project Staffing .....	14
2.4.2 Preparation of Deliverables .....	15
2.4.3 Interfaces and Conversions .....	15
2.4.4 Training .....	15
2.4.5 Production Cut-Over.....	15
2.4.6 Other Commonwealth of Virginia Responsibilities.....	15
2.5 Deliverable Materials .....	16
2.5.1 Type I Materials.....	16
2.5.2 Type II Materials .....	16
2.6 Completion Criteria .....	16
2.7 Estimated Schedule.....	16
<b>3.0 IBM Fraud and Abuse Management System .....</b>	<b>17</b>
3.1 Project Scope.....	17
3.2 Key Assumptions.....	17
3.3 IBM Responsibilities .....	18
3.3.1 Work Breakdown Structure.....	18
Phase I (Consulting) .....	18
3.4 Commonwealth of Virginia Responsibilities .....	21
3.4.1 Commonwealth of Virginia Personnel .....	21
3.4.2 Hardware/Software System.....	22
3.4.3 Requirements and Documentation .....	22
3.4.4 Claim Database.....	22
3.4.5 Conduct Post-installation Validation.....	22

3.4.6	Sign-off on Installation Completion .....	22
3.4.7	Laws, Regulations, and Statutes .....	22
3.4.8	Clerical and Typing Supplies and Services .....	23
3.4.9	Training Environment .....	23
3.5	Deliverable Materials .....	23
3.5.1	Type I Materials .....	23
3.5.2	Type II Materials .....	23
3.6	Completion Criteria .....	23
3.7	Estimated Schedule .....	24
<b>4.0</b>	<b>Implementation of PeopleSoft Candidate Gateway and Talent Acquisition Manager .....</b>	<b>25</b>
4.1	Project Scope .....	25
4.1.1	Business Process .....	25
4.1.2	The Commonwealth of Virginia's Organizations .....	25
4.1.3	Extensions .....	25
4.1.4	Reports, Interfaces, Data Conversions and Enhancements (RICE) .....	25
4.2	Key Assumptions .....	26
4.3	IBM Responsibilities .....	26
4.3.1	Work Breakdown Structure .....	26
4.4	Commonwealth of Virginia Responsibilities .....	32
4.4.1	Commonwealth of Virginia Project Staffing .....	32
4.4.2	Preparation of Deliverables .....	33
4.4.3	Interfaces and Conversions .....	33
4.4.4	Training .....	33
4.4.5	Production Cut-Over .....	33
4.5	Deliverable Materials .....	33
4.5.1	Type I Materials .....	33
4.5.2	Type II Materials .....	33
4.6	Completion Criteria .....	33
4.7	Estimated Schedule .....	34
<b>5.0</b>	<b>Implementation of Provia ViaWare WMS .....</b>	<b>34</b>
5.1	Project Scope .....	34
5.1.1	Business Process .....	35
5.1.2	The Commonwealth of Virginia's Organizations .....	35
5.1.3	Extensions .....	36
5.1.4	Reports, Interfaces, Data Conversions and Enhancements .....	36
5.2	Key Assumptions .....	36
5.3	IBM Responsibilities .....	37
5.3.1	Solution Implementation .....	37
5.4	Commonwealth of Virginia Responsibilities .....	40
5.4.1	Development and Production Environments .....	40
5.4.2	Interfaces and Conversions .....	41
5.4.3	Training .....	41
5.4.4	Production Cut-Over .....	41
5.5	Deliverable Materials .....	41
5.5.1	Type I Materials .....	41
5.5.2	Type II Materials .....	41
5.6	Completion Criteria .....	42
5.7	Estimated Schedule .....	42
<b>6.0</b>	<b>Implementation of Tririga Facilities Management System .....</b>	<b>43</b>
6.1	Project Scope .....	43
6.1.1	Business Process .....	44
6.1.2	The Commonwealth of Virginia's Organizations .....	44

6.1.3	Reports, Interfaces and Data Conversions .....	44
6.2	Key Assumptions.....	45
6.3	IBM Responsibilities .....	45
6.3.1	Solution Implementation.....	45
6.3.2	Key Deliverables .....	48
6.4	Commonwealth of Virginia Responsibilities .....	48
6.4.1	Commonwealth of Virginia Project Manager .....	48
6.4.2	Development and Production Environments .....	49
6.4.3	Interfaces and Conversions .....	49
6.4.4	Training .....	49
6.4.5	Production Cut-Over.....	49
6.5	Deliverable Materials .....	50
6.6	Completion Criteria .....	50
6.7	Estimated Schedule.....	50
<b>7.0</b>	<b>Application Maintenance Operations .....</b>	<b>51</b>
7.1	Project Scope .....	51
7.1.1	Application Services .....	51
7.1.2	Project Approach.....	55
7.1.3	Project Resources .....	59
7.2	Key Assumptions.....	60
7.3	IBM Responsibilities .....	61
7.3.1	Requirements.....	61
7.3.2	Application Maintenance and Enhancements.....	61
7.3.3	Application Testing.....	62
7.3.4	Application Deployment .....	62
7.3.5	End User Support .....	62
7.3.6	Education and Training .....	63
7.3.7	Help Desk Support .....	63
7.3.8	Facilities.....	63
7.4	Commonwealth of Virginia Responsibilities .....	63
7.4.1	Requirements.....	63
7.4.2	Application Maintenance and Enhancements.....	64
7.4.3	Application Testing.....	64
7.4.4	Application Deployment .....	64
7.4.5	End User Support .....	64
7.4.6	Education and Training .....	64
7.4.7	Help Desk Support.....	65
7.5	Deliverable Materials .....	65
7.5.1	Type I Materials.....	65
7.5.2	Type II Materials .....	65
<b>8.0</b>	<b>Enterprise Application Integration Services .....</b>	<b>67</b>
8.1	Project Scope .....	67
8.1.1	Project Approach.....	67
8.1.2	Project Resources .....	67
8.2	Key Assumptions.....	68
8.3	IBM Responsibilities .....	68
8.3.1	Installation and Configuration of Webs phere Business Integration Message Broker.....	68
8.3.2	Design, Build, and Deploy Adapters for the Enterprise Service Bus .....	68
8.4	Commonwealth of Virginia Responsibilities .....	69
8.4.1	Requirements.....	69
8.4.2	Application Maintenance and Enhancements.....	70
8.4.3	Application Testing.....	70
8.4.4	Application Deployment .....	70

8.4.5 Other Commonwealth Responsibilities.....	70
8.5 Deliverable Materials .....	70
8.5.1 Type I Materials.....	70
8.5.2 Type II Materials .....	70
8.6 Completion Criteria .....	71
8.7 Estimated Schedule.....	71
<b>9.0 Charges.....</b>	<b>73</b>
9.1 Charges for Sections 1 through 8 .....	73
9.2 Payment Schedule .....	74
9.3 General Pricing Provisions .....	75
<b>10.0 Additional Terms and Conditions .....</b>	<b>75</b>
10.1 Termination .....	75
10.2 Required Consents.....	75
<b>Appendix A: Deliverable Materials Guidelines.....</b>	<b>A - 1</b>
<b>Appendix B: Project Procedures.....</b>	<b>B - 1</b>
<b>Appendix C: Minimum FAMS Operating Environment .....</b>	<b>C - 1</b>
<b>Appendix D: Application Portfolio .....</b>	<b>D - 1</b>
<b>Appendix E: Defined Terms.....</b>	<b>E - 1</b>
<b>Appendix F: Signature Document.....</b>	<b>F - 1</b>

## Schedule 2.2

### 1.0 IBM Statement of Work

This Statement of Work (SOW) describes the work to be undertaken by IBM ("Services") under the terms and conditions of the {Agreement to be signed with the Commonwealth of Virginia }, number {Agreement #} dated {Agreement Date} ("Agreement"). Described within this SOW is the project, which consists of the Deliverable Materials to be provided by IBM, and the IBM responsibilities and related Commonwealth of Virginia responsibilities to be provided in accordance with the terms of this SOW.

Changes to this SOW will be processed in accordance with the procedure described in Appendix B-1 Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and/or the Agreement.

The following are incorporated in and made part of this SOW:

- Appendix A – Deliverable Materials Guidelines
- Appendix B – Project Procedures
- Appendix C -- FAMS Operating Environment
- Appendix D – Application Portfolio
- Appendix E -- Definitions
- Appendix F – Signature Document

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement, this SOW will govern. This SOW, its Appendices, and the Agreement represent the entire agreement between the parties regarding the subject matter and replace any prior oral or written communications.

### 1.1 Scope of this SOW

This SOW is composed of seven (7) separate projects:

1. *Reimplementation of PeopleSoft Financials for VDOT and the Global Finance Template*
2. *IBM Fraud and Abuse Management System*
3. *Implementation of PeopleSoft Candidate Gateway and Talent Acquisition Manager*
4. *Implementation of the Provia ViaWare Warehouse Management System*
5. *Implementation of the Tririga Facilities Management System*
6. *Application Management Operations*
7. *Enterprise Application Integration Services*

### 1.2 Key Assumptions

We have included below a short list of assumptions specific to this project. IBM has provided this SOW and our prices are based on these assumptions, and those listed in each project, if any. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B-1 Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. If an assumption deviation is not resolved through Appendix B-1 Project Change Control Procedure within 30 days then the issue will be resolved in accordance with Appendix B-3 Escalation Procedure. If after following the Escalation Procedure, the deviation cannot be resolved, either party may choose to terminate this agreement for convenience under the terms of the Master Agreement.

1. Commonwealth Subject Matter Experts will be fully available for workshops, design review sessions, testing, etc. when needed to meet the timeframes of this project. This includes agency

participation in global design workshops even when they are not part of the immediate implementation.

2. An Oracle DBA will be available when required. All Oracle database products and tools will be available and provided to the team.
3. All underlying IT infrastructure and services are available as needed, including hardware, databases, operating systems, applications, and printing services for Development, Quality, Production, and Training environments.
4. The Infrastructure PPEA will provide adequate network topology, performance and capacity to support the team.
5. Access to necessary legacy and source systems will be granted to the team as needed and will be available to the team when needed for each project.
6. Commonwealth business processes will be adapted to the fullest extent possible to fit the processes within the application.
7. Administration and Supply Chain towers will use the delivered functionality in the tool. No customizations are planned for or included in the scope of work. For the Finance and HR towers, customization of the package will be limited to resolving legal/policy issues, significant usability problems, system performance (e.g. improving search results or limiting ability to search the entire database) or unalterable Commonwealth business processes. Customization will be performed in accordance with best practice to minimize the total cost of ownership and preserve the ability to upgrade the software.
8. There is no blackout period which prohibits the move of new systems into production that impacts the project schedule
9. Commonwealth staff who are to be full time members of the team will attend appropriate vendor training within 30 days of the start of the project.
10. All documentation, training, configuration and other deliverables are in English and US currency, including all system source coding.
11. The IBM team expects to leverage a train-the-trainer approach for parts of the solution.
12. Implementing less than the total proposed vision would require revising the estimates and the timeline.
13. Post implementation training requirements will be handled by the Commonwealth.

## **1.3 IBM Responsibilities**

Under this SOW, IBM will undertake the following activities:

### **1.3.1 Ongoing Project Management**

IBM will provide ongoing project management for the IBM responsibilities in this SOW. An IBM Project Manager will be appointed for each of the Projects included. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

1. assist in prioritization of projects;

2. maintain a project control book;
3. define project deliverables;
4. complete project file;
5. develop work plans for projects; and
6. assist in reporting project status to Commonwealth executive and end user management.

## **Planning**

- Review the SOW and the contractual responsibilities of both parties with the Commonwealth's Project Manager(s).
- Maintain project communications through the Commonwealth's Project Manager(s).
- Coordinate the establishment of the project environment(s).
- Establish documentation and procedural standards for Deliverable Materials.
- Prepare and maintain the IBM Project Plan(s) for performance of this SOW which lists the activities, tasks, assignments, milestones and estimates.

## **Project Tracking and Reporting**

- Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the IBM Project Plan(s) with the Commonwealth's Project Manager(s).
- Review the IBM standard invoice format and billing procedure to be used on the project, with the Commonwealth's Project Manager(s).
- Work with the Commonwealth's Project Manager(s) to address and resolve deviations from the IBM Project Plan(s).
- Conduct regularly scheduled project status meetings.
- Prepare and submit Monthly Status Reports to the Commonwealth's Project Manager(s).
- Administer the Project Change Control Procedure with the Commonwealth's Project Manager(s).
- Coordinate and manage the technical activities of IBM project personnel.

## **Completion Criteria**

This activity will occur throughout the project and will be complete when IBM has met the completion criteria for all remaining activities in Section 1.3, IBM Responsibilities.

## **Deliverable Materials**

- A.1 Monthly Status Report

## **1.4 Commonwealth of Virginia Responsibilities**

### **1.4.1 Ongoing Project Management**

### **1.4.2 Commonwealth of Virginia Project Manager**

Prior to the start of each project, the Commonwealth will designate a person called the Project Manager who will be the focal point for IBM communications relative to the project and will have the authority to act on behalf of the Commonwealth in all matters regarding this project. The Commonwealth's Project Manager's responsibilities include:

- Manage the Commonwealth's personnel and responsibilities for this project



- Serve as the interface between IBM and all the Commonwealth 's departments participating in the project
- Administer the Project Change Control Procedure with the IBM Project Manager
- Participate in project status meetings
- Obtain and provide information, data, and decisions within three working days of IBM's request unless the Commonwealth and IBM agree in writing to a different response time
- Review Deliverable Materials submitted by IBM in accordance with Appendix B-2: Deliverable Materials Acceptance Procedure
- Resolve deviations from the estimated schedule, which may be caused by the Commonwealth
- Help resolve project issues and escalate issues within the Commonwealth 's organization, as necessary
- Review with the IBM Project Manager any Commonwealth invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix B-1.

The purpose of this activity is to provide technical direction and control of Commonwealth project personnel and to provide a framework for project planning, communications, tracking and reporting. This activity is composed of the following tasks:

1. assign project manager(s) as appropriate;
2. define project scope;
3. prioritize projects;
4. approve projects;
5. assist in the definition of project deliverables;
6. submit changes requested by end users;
7. assist IBM project manager(s) in evaluating changes and participate in the change approval process;
8. coordinate end user reviews of project deliverables;
9. approve project documents, deliverables and milestones;
10. report project status to Commonwealth executive and end user management;
11. provide continued project justification;
12. act as the arbiter of conflicts between end user departments affected by the project;
13. sign off or obtain sign off at project completion, end user acceptance and final deliverables; and
14. obtain budget approvals for project cost and extraordinary expenses.

### 1.4.3 Facilities

The Commonwealth will provide facilities management and support responsibilities consisting of the following tasks:

1. for Commonwealth-owned facilities, facilities management activities are the Commonwealth's responsibility and are managed by the Commonwealth; and
2. for Commonwealth-owned facilities that are populated by IBM staff for purposes of providing the in-scope services of this contract, the Commonwealth will provide IBM and its personnel with suitable office space, and other accommodations and facilities that IBM may reasonably require to perform the Services, in particular secretarial support, supplies, furniture, computer facilities,

telephone/fax communications, analog lines and remote dial-up access capability and other facilities for up to 60 IBM personnel while working on the Commonwealth's EA project. The IBM project team will be located in an area adjacent to the Commonwealth's subject matter experts and technical personnel and all necessary security badges and clearance will be provided for access to this area. A lockable four or five drawer cabinet will be provided to IBM personnel in accordance with the Commonwealth's security procedures. The Commonwealth will be responsible for ensuring that it has appropriate backup, security and virus-checking procedures in place for any computer facilities the Commonwealth provides or which may be affected by the Services. The IBM project team will have access to a broadband connection to the internet that supports VPN.

#### 1.4.4 Laws, Regulations and Statutes

The Commonwealth is responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations and statutes that affect the Commonwealth's applications or business. It is the responsibility of the Commonwealth of Virginia to assure that the systems and programs meet the requirements of those laws.

#### 1.4.5 Data File Content and Security

The Commonwealth is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.

#### 1.4.6 Other Commonwealth Responsibilities

The Commonwealth will:

- Ensure that its staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to Commonwealth senior management, as well as any members of its staff to enable IBM to provide the Services. The Commonwealth will ensure that its staff has the appropriate skills and experience. If any Commonwealth staff fails to perform as required, the Commonwealth will make suitable additional or alternative staff available.
- Provide all information and materials reasonably required to enable IBM to provide the Services. The Commonwealth agrees that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by the Commonwealth.
- Make final selection of solution and technical architectures.
- Ensure it has appropriate agreements in place with any third party to enable IBM to perform the Services under this SOW, where the Commonwealth is using or providing IBM with third party information, support or materials for a project including but not limited to, where the Commonwealth is employing other suppliers whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, The Commonwealth will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, The Commonwealth is solely responsible for any third party hardware, software or communications equipment used in connection with the Services.

#### 1.4.7 Deliverable Materials

Type I materials are those created during the Service performance period, in which the Commonwealth has all right, title, and interest (including ownership of copyright). IBM retains one copy of the materials. The Commonwealth grants IBM the following rights:

- An irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and to prepare derivative works based on Type I materials
- The right to authorize others to do any of the former

Type II Materials are those created during the Service performance period or otherwise (such as those that preexist the Service), in which IBM or third parties have all rights, title, and interest (including ownership of copyright). IBM will deliver one copy of the Type II Materials to the Commonwealth of Virginia. IBM grants the Commonwealth of Virginia an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Type II Materials within the Commonwealth of Virginia's Enterprise only.

Each of us agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

## 1.5 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM accomplishes the IBM tasks and deliverables described in IBM Responsibilities and Deliverables Sections for each project;
- IBM provides the services specified in Sections 9.0 Charges and in any subsequent change authorizations;
- End dates as defined in each project are reached; or
- The Commonwealth or IBM terminates the project in accordance with the provisions of the Agreement.

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "PROJECT CHANGE CONTROL PROCEDURE".

The investigation and the implementation of changes may result in modifications to the Proposed Project Plan, Charges, and/or other terms of the Agreement.

The following are incorporated in and made part of this Statement of Work:

## 2.0 Reimplementation of PeopleSoft Financials for VDOT and Global Template

### 2.1 Project Scope

This section describes the scope of the project.

1. IBM will assist the Commonwealth in preparing a "Commonwealth PeopleSoft Financial Global Blueprint". The Financial Global Blueprint will address the Financial Management processes identified in the Commonwealth's Enterprise Business Architecture (EBA), including Accounting, Assets & Liabilities, Budget, Payments, Collections and Accounts Receivable, and Reporting. The Global Blueprint will conform to the PeopleSoft process models, including the underlying system configuration and data design. This design will be incorporated in the Solution Blueprint described in this Statement of Work.
2. IBM will assist in re-implementing the Virginia Department of Transportation (VDOT) PeopleSoft financials with a migration to a single instance of PeopleSoft Financials 8.9 with one cut-over to production. The re-implementation will include replacing VDOT's existing process models, configuration, and data design as well as introducing new business processes under the Financial

Global Blueprint. PeopleSoft modules and/or functionality included in the scope of the Global Blueprint are the following:

- General Ledger
- Accounts Receivable
- Accounts Payable
- Fixed Assets
- Budgeting
- Projects
- Contracts
- Grant Accounting
- Cash Management

In addition, Purchasing will be included to the extent necessary to establish integration with eVA (the Commonwealth's enterprise e-procurement system, including 3-way matching for vendor invoices in Accounts Payable).

### 2.1.1 Business Process

The business processes included in the implementation scope are the Commonwealth's Enterprise Business Architecture decomposed Finance processes:

- Accounting
- Assets & Liabilities
- Budget
- Payments
- Accounts Receivable and Collections
- Reporting

### 2.1.2 Organizations

The organizations in the implementation scope are:

- Commonwealth of Virginia executive branch agencies, not including higher education, for the Finance Global Blueprint
- Virginia Department of Transportation for implementation

### 2.1.3 Extensions

The following extensions (Bolt-On) software packages will be implemented as part of the Commonwealth of Virginia's Global Blueprint and VDOT Re-implementation:

- None

### 2.1.4 Reports, Interfaces, Data Conversions and Enhancements (RICE)

For this Statement of Work, we have applied our experience implementing ERP systems in state government and other large, complex public sector clients to estimate the total work effort necessary to develop reports, interfaces, data conversions and application enhancements, including workflow. We

have allocated 29,200 hours for development activity. This includes enterprise-wide development in support of the Global Blueprint plus agency-specific requirements for VDOT. During the design phase the development requirements will be evaluated in detail and this estimate will be revised. Deviations from our assumption will be handled under the Project Change Control Procedure described below, which would potentially affect the Commonwealth's implementation cost.

## 2.2 Key Assumptions

We have included below a short list of assumptions specific to this project. IBM has provided this SOW and our prices are based on these assumptions, and those listed in the activities in Section 1.3 IBM Responsibilities, if any. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B-1 Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. If an assumption deviation is not resolved through Appendix B-1 Project Change Control Procedure within 30 days then the issue will be resolved in accordance with Appendix B-3 Escalation Procedure.

1. The existing scope of PeopleSoft implementation at VDOT includes General Ledger, Accounts Receivable, Accounts Payable, Budgeting, and Purchasing. It does not include Fixed Assets, Cash Management, Budgeting, Grants Management, or Project Accounting.
2. Construction of the Global Blueprint will include Financial integration with Payroll.
3. The Global Blueprint includes end user Training strategy and design. Consulting resources are provided for tailoring that strategy and design to VDOT, but the delivery of end user training is not provided by the SOW. The approach to end user training will be train-the-trainer.
4. Construction of the Global Blueprint and all rollouts of the Global Blueprint include integration with eVA for:
  - Encumbrance accounting
  - 3-way matching
  - Evaluated receipts settlement (ERS)
5. The PeopleSoft re-implementation covers the business entities currently on the VDOT's financial system, and no changes to the organization (e.g. new entities, acquisitions, reorganizations) will occur for the duration of the project.

## 2.3 IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

### 2.3.1 Work Breakdown Structure

Identified below are the specific activities to be performed and the completion criteria for each of these activities. Primary responsibility is that of the organization in the Lead position. The party in the lead position is responsible for the Deliverable Materials associated with that activity. All activities to be performed by the Commonwealth are to be provided at no charge to IBM. Where IBM is designated the Lead, our performance is predicated upon the the Commonwealth responsibilities being fulfilled by the Commonwealth in the accordance with the timeline of the agreed to Project Plan. Where IBM is designated to have Assist responsibility, IBM will assist the Commonwealth as time permits given the proposed IBM staffing plan. If the Commonwealth is unable to perform any of their responsibilities (Lead and Assist) in accordance with the timeline of the proposed project plan, the Scope of Work, the Charges, the Estimated Schedule and/or other terms and conditions may change and will be managed through the Project Change Control Procedure.

Commonwealth of Virginia PPEA Finance Global Blueprint and VDOT Re-implementation Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<b>Define Phase</b>			
Initial Scope and	Define project scope in terms of business processes to be	IBM	COVA

Commonwealth of Virginia PPEA Finance Global Blueprint and VDOT Re-implementation Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
Requirements	transformed and application modules to be implemented: <ul style="list-style-type: none"> <li>Extend and refine existing Commonwealth process framework (function decomposition).</li> <li>Use the process framework to discuss and agree upon process scope.</li> <li>Map in-scope processes to application modules to determine package scope.</li> <li>Verify application scope with the Commonwealth team and key stakeholders.</li> <li>Re-estimate Scope, if necessary</li> </ul>		
Completion Criteria: This activity will be complete when the Global Blueprint has been accepted by the Commonwealth Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.			
Organizational Readiness	Identify and Validate elements of the Organization Change Management effort: <ul style="list-style-type: none"> <li>Validate the Change Vision</li> <li>Conduct Change Readiness Assessment</li> <li>Define Change Strategy</li> <li>Identify Stakeholders and Conduct Assessment</li> <li>Define To-be Organization</li> <li>Conduct Initial Training Assessment</li> <li>Conduct end user Training Needs Analysis</li> <li>Define Approach to track project team knowledge transfer</li> </ul>	COVA	IBM
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
Infrastructure Planning and Acquisition	Develop the IT infrastructure necessary to support the implementation. <ul style="list-style-type: none"> <li>Perform Capacity Planning for Initial Configuration: names, number and size of database instances and initial capacity required.</li> <li>Procure Hardware &amp; System Software</li> <li>Install &amp; Configure Hardware, Network, Database</li> <li>Perform Database Performance Assessment</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Project Blueprint has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.			
Planning and Initiation	Review/develop/document project procedures, standards and strategies: <ul style="list-style-type: none"> <li>Establish Project Standards</li> <li>Define project Structure</li> <li>Prepare Detailed Project Plan.</li> <li>Develop Communications Plan</li> <li>Prepare Project Team Training Plan</li> <li>Conduct Preliminary Risk Assessment</li> <li>Conduct Project Kickoff Workshop</li> <li>Conduct Core Team Overview Training</li> <li>Conduct Methodology Workshop</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Project Blueprint has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.			

Commonwealth of Virginia PPEA Finance Global Blueprint and VDOT Re-implementation Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<b>Define Phase Completion Criteria:</b> This phase will be complete when the Project Blueprint has been delivered to and accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.  Deliverable Materials Project Blueprint  The content of the <b>Project Blueprint</b> is a compilation and rationalization of the findings of the first phase of an ERP implementation consisting of the following areas : <ul style="list-style-type: none"> <li>• <u>Business Context</u> - the business landscape and imperatives, executive vision of the to-be operating model, business structure, and the linkage these have to the project.</li> <li>• <u>Project Drivers</u> - opportunities and performance improvements related to the project, the business case for the project, and where/when the benefits will be realized.</li> <li>• <u>Organization Landscape</u> – the project footprint on the organization, the change impacts and risks, and the strategy for managing the change.</li> <li>• <u>Project Definition</u> – the scope in terms of business units, processes, and systems. Systems scope clarifies the aspects related to the ERP Product, technical development, and IT infrastructure. The project structure and approach clarifies ownership, decision making processes, risk management, and project standards. The project plan clarifies milestones, resources, and costs.</li> <li>• <u>Solution Definition</u> – initial assumptions pertaining to the solution being implemented. This consists of high level gaps and how they will be resolved, and assumption regarding enterprise data standards and account structures.</li> </ul>			
<b>Design Phase</b>			
Business Modeling and Application Design	<ul style="list-style-type: none"> <li>• Finalize Enterprise Data Requirements</li> <li>• Create Application Configuration Blueprints</li> <li>• Conference Room Pilot</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Solution Blueprint has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Report, Interface Conversion and Enhancement (RICE) Design	<ul style="list-style-type: none"> <li>• Establish Rice Development Standards .</li> <li>• Define Data Conversion approach.</li> <li>• Define Integration Approach</li> <li>• Create RICE Conceptual Designs</li> <li>• Initiate Legacy Data Cleanup.</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Solution Blueprint has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Test Planning	Develop the test cases and future business processes to be performed during testing as functional verification of the production system <ul style="list-style-type: none"> <li>• Validate Key Business Scenarios</li> <li>• Build Test Condition Matrix</li> <li>• Formulate Testing Strategies</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Solution Blueprint has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Organization Design	Integrate the activities required to implement CoVA's Organization Change Management Plan: <ul style="list-style-type: none"> <li>• Define Enablers required to realize business benefits .</li> <li>• Design performance metrics and measurement processes</li> <li>• Secure benefit owner commitment</li> <li>• Execute and measure communications effectiveness</li> </ul>	COVA	N/A



Commonwealth of Virginia PPEA Finance Global Blueprint and VDOT Re-implementation Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
	<ul style="list-style-type: none"> <li>Validate and design organization</li> <li>Conduct change impact analysis</li> <li>Develop user security roles.</li> </ul>		
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
End User Training Design	<ul style="list-style-type: none"> <li>Identify end users</li> <li>Develop high level training Curriculum</li> <li>Develop training tools and templates</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
<p>Design Phase Completion Criteria: This activity will be complete when the Solution Blueprint has been delivered to and accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2</p> <p>Deliverable Materials Solution Blueprint Document incorporating the Finance Global Blueprint</p> <p>The content of the Solution Blueprint is an aggregation and rationalization of the findings of the DESIGN phase of an ERP implementation consisting of the following areas:</p> <ul style="list-style-type: none"> <li><u>Business Solution</u> – the new operating model being implemented, the key business scenarios it will support, its key operational metrics and benefits realization plan.</li> <li><u>Process Solution</u> - To-Be Process designs, key gaps with ERP product and their resolutions, business rules, and "Proof of Concept" findings.</li> <li><u>Data Solution</u> - Chart of Account structure, data conventions, global versus local standards, legacy data cleansing solution.</li> <li><u>Technical Development Solution</u> – conceptual designs for Reports, Interfaces, Conversions, and ERP Product Extensions</li> <li><u>IT Architecture</u> – technical specification of the infrastructure architecture.</li> <li><u>Organization Solution</u> – design of and roles/responsibilities comprising the To-Be organization, and the change impacts associated with it.</li> <li><u>Training Solution</u> – the curriculum and delivery approach for training of business users.</li> <li><u>Testing Solution</u> – the master plan and approach for Unit Testing, Integration Testing, and Acceptance Testing.</li> <li><u>Project Summary</u> – review of critical business issues and project risks, and an updated plan to deliver the solution.</li> </ul>			
Build Phase			
RICE Build	<p>Develop the data conversion programs, package extension programs, reports and interfaces identified in the Design phase.</p> <ul style="list-style-type: none"> <li>Develop data conversion programs that will be used to extract, manipulate, and transfer COVA data from their legacy system(s) to the PS and document any manual procedures for data conversion and load.</li> <li>Document procedures for unit testing each of the data conversion programs and the manual load procedures, preparation of the testing environment, unit testing of the data conversion programs, and unit testing of the manual</li> </ul>	IBM	COVA



Commonwealth of Virginia PPEA Finance Global Blueprint and VDOT Re-implementation Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
	data conversion procedures. <ul style="list-style-type: none"> <li>Develop custom-developed package extensions or enhancements, reports, enhancements to reports, interfaces (inbound and outbound)</li> <li>Develop/document procedures for unit testing each of the data conversion, package extensions, reports and interfaces</li> <li>Prepare testing environment</li> <li>Execute unit tests</li> </ul>		
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
PeopleSoft Application Build	Build the business process in the PeopleSoft application <ul style="list-style-type: none"> <li>Create Tactical Work Plan</li> <li>Configure and Unit Test PeopleSoft Application</li> <li>Build Enterprise Data Environment</li> <li>System and Integration Testing</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Application Testing	Test the application <ul style="list-style-type: none"> <li>Finalize application test plans</li> <li>Prepare test teams and test environment</li> <li>Execute System testing</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
End User Training Development	<ul style="list-style-type: none"> <li>Finalize Training Curriculum</li> <li>Develop Training Course Materials</li> <li>Appoint Training Instructors</li> <li>Design the Train-the-Trainer Program</li> </ul>	COVA	IBM
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Integration Testing	<ul style="list-style-type: none"> <li>Integrate all RICE Objects</li> <li>Finalize Integration Plan and prepare teams</li> <li>Execute Integrated Testing</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Transition Planning	Develop Transition Plan considering: <ul style="list-style-type: none"> <li>Final System Acceptance</li> <li>Operate Support</li> <li>Cutover Sequence</li> <li>Legacy Retirement</li> <li>Contingency Procedures</li> <li>Customer /Supplier Communications</li> <li>Business Mobilization</li> <li>Risk Mitigation</li> <li>Post Go-live Support</li> <li>Readiness Assessment</li> <li>Economics</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Build Phase Completion Criteria: This activity will be complete when the Draft and Final Solution Book, Change Readiness Assessment and Transition Plan have been delivered to accepted by the COVA Project Manager in accordance with the Deliverable Review			

Commonwealth of Virginia PPEA Finance Global Blueprint and VDOT Re-implementation Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
Process in Appendix B-2 Deliverable Materials <ul style="list-style-type: none"> <li>• Draft Solution Book</li> <li>• Final Solution Book</li> <li>• Transition Plan</li> </ul> The Solution Book consists of the following: <ul style="list-style-type: none"> <li>• Application and COVA Specifications</li> <li>• IT Architecture</li> <li>• Test Reports and Sign-offs</li> <li>• Policies and Procedures</li> </ul>			
<b>Transition Phase</b>			
Mobilize Business	<ul style="list-style-type: none"> <li>• Implement New Organization Job Roles and Responsibilities</li> <li>• Execute and Measure Communications Effectiveness</li> <li>• Implement Unit and Individual Performance Measures</li> <li>• Assess Project Team Knowledge Transfer</li> <li>• Implement Benefits Tracking Mechanisms</li> </ul>	COVA	IBM
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
End User Training	Deliver end user training to COVA personnel: <ul style="list-style-type: none"> <li>• Conduct Train-the-Trainer</li> <li>• Pilot end user Training</li> <li>• Conduct end user Training and Measure Training Effectiveness</li> </ul>	COVA	IBM
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Perform User Acceptance Test	Perform testing to confirm that the solution meets COVA's documented requirements. <ul style="list-style-type: none"> <li>• Develop Detailed Acceptance Test Plan</li> <li>• Perform User Acceptance Test</li> <li>• Identify Report and Resolve Issues</li> <li>• Obtain Client Acceptance of Deliverables</li> </ul>	COVA	IBM
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
Develop User Documentation	Develop operational procedures for performing new business processes integrating user documentation for using application software: <ul style="list-style-type: none"> <li>• Draft procedures utilizing future process definitions and application software documentation.</li> <li>• Work with COVA team to validate and refine user documentation.</li> </ul>	IBM	COVA
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Rollout	Conduct Cut-Over to Production System according to the agreed upon criteria developed in the Deployment and Cut-Over Plan. <ul style="list-style-type: none"> <li>• Obtain approval for cutover</li> <li>• Develop GO-LIVE checklist</li> <li>• Execute migration to Production               <ul style="list-style-type: none"> <li>- Establish Production Environment</li> <li>- Back up Production for Conversion purposes</li> <li>- Perform Final Verification of Configuration Settings</li> </ul> </li> </ul>	IBM	COVA

Commonwealth of Virginia PPEA Finance Global Blueprint and VDOT Re-implementation Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
	<ul style="list-style-type: none"> <li>- Run Migration Scripts</li> <li>-Run Pre-Go-Live Conversions</li> <li>- Execute Conversion Verification</li> <li>-GO-LIVE</li> </ul>		
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Post Implementation Support	Set up support organization for application end users after production start: <ul style="list-style-type: none"> <li>• Develop service level agreement covering the support that the IBM team will provide for day-to-day maintenance of the system.</li> <li>• Establish user support organization</li> <li>• Monitor user support efficiency</li> <li>• Break / Fix</li> </ul>	IBM	IBM
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the COVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
<b>Transition Phase Completion Criteria:</b> This activity will be complete when the Acceptance Test Report, the Go-Live Authorization, and the Transition Checkpoint Report have been delivered to and accepted by the COVA Project Manager in accordance with the Deliverable Review Process in Appendix B-2 <b>Deliverable Materials</b> <ul style="list-style-type: none"> <li>• Acceptance Test Report</li> <li>• Go-Live Authorization</li> <li>• Transition Checkpoint Report</li> </ul>			

## 2.4 Commonwealth of Virginia Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of the COVA management and personnel.

The responsibilities listed in this section are in addition to those responsibilities specified in the Master Agreement Section 1 of this SOW and are to be provided at no charge to IBM. The Commonwealth of Virginia is responsible for the control of all the COVA responsibilities. IBM's performance is predicated upon the following responsibilities being fulfilled by the Commonwealth of Virginia as scheduled in the IBM Project Plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix B-1 Project Change Control Procedure.

### 2.4.1 Commonwealth of Virginia Project Staffing

For planning purposes, IBM has estimated the COVA staffing needed for a successful project. The table below lists the required COVA staff over the life of this project. IBM's price, estimates and schedule are predicated on the Commonwealth of Virginia providing the resources, skills and hours defined below. Each role is identified estimated in full-time-equivalents (FTEs). This staffing schedule will be reviewed and confirmed by Phase as part of the development of the detailed work plan for each Phase of the project.

Role	FTEs
Project Executive/Sponsor	0.3
Project Manager	1
Project Management Assistant	1
General Ledger SME	2
Accounts Receivable SME	2
Accounts Payable SME	2
Cost Accounting SME	2
Reporting SME	2
Procurement SME	2
Purchasing SME	2
Inventory SME	2
Fixed Assets SME	2
Payroll Integration SME	1
Budget Preparation SME	2
Budget Execution SME	2
Grants Management SME	2
Project Accounting SME	2
Training SME	2
Security SME	1

## 2.4.2 Preparation of Deliverables

The Commonwealth of Virginia will participate in the preparation of the project Deliverable Materials as specified in the IBM Project Plan.

## 2.4.3 Interfaces and Conversions

The Commonwealth of Virginia will be responsible for the analysis of the existing systems, and for providing the data from these systems in a manner consistent with the agreed upon design and plan. The Commonwealth of Virginia will be considered the experts in these systems and will provide knowledge on data structures and design.

The Commonwealth of Virginia will be responsible for the quality of source data, for making any decisions regarding the cleanliness of data and for any data cleansing that may be required, and for validating any converted data.

## 2.4.4 Training

The Commonwealth of Virginia will schedule and deliver all end-user training.

## 2.4.5 Production Cut-Over

The Commonwealth of Virginia will determine that the system is ready for production and perform the cut-over to production. Use of the system in daily production by COVA will be considered acceptance of the system.

## 2.4.6 Other Commonwealth of Virginia Responsibilities

The Commonwealth of Virginia will:

- Ensure that its staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to COVA's senior management, as well as any members of its staff to

enable IBM to provide the Services. COVA will ensure that its staff has the appropriate skills and experience. If any COVA staff fails to perform as required, COVA will make suitable additional or alternative staff available.

- Provide all information and materials reasonably required to enable IBM to provide the Services. COVA agrees that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by COVA.
- Make final selection of solution and technical architectures.
- Ensure it has appropriate agreements in place with any other third parties to enable IBM to perform the Services under this SOW, where COVA is using or providing IBM with third party information, support or materials for a project including but not limited to, where COVA is employing other suppliers whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, COVA will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, COVA is solely responsible for any third party hardware, software or communications equipment used in connection with the Services.

## 2.5 Deliverable Materials

### 2.5.1 Type I Materials

IBM will deliver one copy of each of the following Type I Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- None

### 2.5.2 Type II Materials

IBM will deliver one copy of each of the following Type II Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- A.1 Monthly Status Report
- A.2 Project Blueprint
- A.3 Solution Blueprint
- A.4 Future Organization Scope and Requirements
- A.5 Draft Solution Book
- A.5 Final Solution Book
- A.7 Transition Plan
- A.8 Acceptance Test Report
- A.9 Go-Live Authorization
- A.10 Transition Checkpoint Report

## 2.6 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 1.3 IBM Responsibilities; or
- The Commonwealth of Virginia accepts the Transition Checkpoint Report; or
- The Virginia Department of Transportation or IBM terminates the project in accordance with the provisions of the Agreement.

## 2.7 Estimated Schedule

The Services in this SOW are estimated to be performed in a period of up to 20 months from the agreed upon start date.

### Estimated Project Duration by Phase

Define Phase	2 Months
Design Phase	5 Months
Build Phase	8 Months
Transition Phase	5 Months

## 3.0 IBM Fraud and Abuse Management System

### 3.1 Project Scope

The project scope involves a phased approach including project management, the identification of requirements, customization, installation of the IBM Fraud and Abuse Management System for the Department of Medical Assistance Services (DMAS) in Richmond VA, training of Commonwealth personnel and post-installation validation. Details on the various elements of the project, as well as IBM's and the Commonwealth's respective responsibilities, are described in the following pages of this proposal.

### 3.2 Key Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "PROJECT CHANGE CONTROL PROCEDURE".

1. The Commonwealth of Virginia will make available resources as referenced in 1.4.2 "Commonwealth of Virginia Project Manager" in a timely manner consistent with the project plan.
2. IBM will document two (2) provider specialty/peer group behavior models defined by the Commonwealth of Virginia.
3. The Commonwealth of Virginia will identify and document standard report requirements no later than thirty (30) days after 1.3.5.1, "IBM Fraud and Abuse Management System Training" ends.
4. The prices of the hardware and software listed in Appendix C, FAMS OPERATING ENVIRONMENT are not included in this offering. The appendix is provided for informational purposes only.
5. The Commonwealth of Virginia will obtain, install, provide, and maintain the minimum hardware components and software products required for the operation of the IBM Fraud and Abuse Management System.
6. IBM's ability to produce a fully populated service level extract in 1.3.3.2 "Define and Create Auto-Extract Process for Service Level Files" is dependent on the availability of data in the database and the functionality of the Structured Query Language (SQL). Execution time for extracts is dependent on the database structure, the data, the indices and the extract criteria supplied by the user. The Commonwealth of Virginia is responsible for the quality of the data in the database.
7. Each student is expected to have use of a terminal and access to the IBM Fraud and Abuse Management System during the training sessions in 1.3.5.1, "IBM Fraud and Abuse Management System Training".
8. General knowledge regarding the use of a Windows (98, NT, 2000 or XP) graphical user interface (GUI) is a prerequisite to the user training session.

9. The Commonwealth of Virginia and IBM agree that some information exchanged will be confidential, and the parties further agree to sign a mutually acceptable nondisclosure agreement.
10. IBM, with the Commonwealth of Virginia's approval, may use a subcontracting firm to perform some portions of the proposed work effort.
11. Existing user interfaces and internal architecture will not be modified.
12. If the Commonwealth of Virginia modifies the IBM Fraud and Abuse Management System Licensed Materials, IBM assumes no responsibility to provide any support for the modified Materials.

### 3.3 IBM Responsibilities

#### 3.3.1 Work Breakdown Structure

Commonwealth of Virginia IBM Fraud and Abuse Management System Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<b>Phase I (Consulting)</b>			
Select Provider Specialties/Peer Groups and Create Behavior Models	<p>This task will consist of meetings, calls and correspondence between the Commonwealth of Virginia and IBM to select the two (2) provider specialties/peer groups that will be profiled by IBM during the installation task, create a behavior model (grouped features) for each of the selected specialties/peer groups, and determine the data required by the base feature calculation programs (driver data) during the value set generation process.</p> <ul style="list-style-type: none"> <li>The output of this activity will be a document describing each of the provider specialties/peer groups, each of the behavior models and the data required by the base feature calculation programs (driver data). The addition of other peer groups and behavior models and base features will be handled through the Project Change Control Procedure described in Appendix B, "PROJECT CHANGE CONTROL PROCEDURE".</li> </ul>	IBM	CoVA
<p>Completion Criteria: This task will be considered completed when the Peer Groups and Behavior Models documentation has been delivered to and agreed to by the Commonwealth of Virginia's Project Manager.</p> <p>Deliverable: Peer Groups and Behavior Models document.</p>			
Claims Data Analysis and System Architecture	<p>This task will identify the data elements required for the base feature calculations and assist the Commonwealth of Virginia in determining the availability of the data. The options available for the physical access of claims data will be discussed and a final system implementation selected. The output of this activity will be documentation of the claim data architecture.</p>	IBM	CoVA
<p>Completion Criteria: This task will be considered completed when the claim data architecture is agreed to by the Commonwealth of Virginia and IBM and the graphical architecture charts and Service Level Extract Guide are delivered to and agreed to by the Commonwealth of Virginia's Project Manager.</p> <p>Deliverable: System Architecture Charts and Service Level Extract Guide.</p>			
<b>Phase II (Customization)</b>			



Commonwealth of Virginia IBM Fraud and Abuse Management System Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
Create and Test the Standard and New Reports	This task is to create and test the Commonwealth of Virginia's defined and documented standard administration, profile, and claim reports.	IBM	CoVA
Completion Criteria: This task will be considered completed when up to five (5) administration, ten (10) profile and twenty (20) claim reports identified by the Commonwealth of Virginia have been tested.			
Deliverable: IBM Fraud and Abuse Management System Machine Readable Licensed Materials.			
Define and Create Auto-Extract Process for Service Level Files	This task is to analyze the Commonwealth of Virginia's health care claims database structure and data elements in order to define and code the parameters required to create an integrated service level file extract process. The Commonwealth of Virginia and IBM will mutually agree to the extract criteria that can be supported by the database.	IBM	CoVA
Completion Criteria: This task will be considered completed when the extract process has been coded and produces a service level extract file as defined in the on-line documentation; "Service Level Extract Guide".			
Deliverable: IBM Fraud and Abuse Management System Machine Readable Licensed Materials			
Modify Documentation	This task will be to update the IBM Fraud and Abuse Management System documentation to include the Commonwealth of Virginia's specific reports delivered in "Create and Test the Standard Reports".	IBM	CoVA
Completion Criteria: This task will be considered completed when the document listed below has been updated and delivered to and agreed to by the Commonwealth of Virginia's Project Manager.			
Deliverable: Report Guide			
Phase III (Installation)			
Installation	This task will be to install the IBM Fraud and Abuse Management System on up to ten (10) Commonwealth of Virginia workstations in Richmond, VA. Included in the installation are: the creation of the IBM Fraud and Abuse Management System database; the population of the feature, service level (Commonwealth of Virginia specific file names) and standard report tables; the creation of two (2) Commonwealth of Virginia models created in "Select Provider Specialties/Peer Groups and Create Behavior Models" and the loading of the related driver table data; the entry of student user id's provided by the Commonwealth of Virginia; the education peer group data utilized during, "IBM Fraud and Abuse Management System Training". Related component functional testing (Database Table Maintenance, Value Set Generation, Profiling, Data Visualization, Data Discovery, and Reporting as described in the User's Guide) is achieved during this task.	IBM	CoVA
Completion Criteria: This task will be considered completed when the system has been installed and the items below have been delivered.			
Deliverable: The IBM Fraud and Abuse Management System machine readable licensed materials, User Guide, Feature Library and Administrator Guide.			



Commonwealth of Virginia IBM Fraud and Abuse Management System Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
System Execution	This task will be to execute the programs necessary to profile two (2) provider peer groups based on claim data, service level extract criteria and model data provided the Commonwealth of Virginia.	IBM	CoVA
<p>Completion Criteria: This task will be considered completed when the above programs have been executed and component functional tests completed.</p> <p>Deliverable: Feature values and scores for two (2) peer groups. All data will be available electronically via the Visualization facilities and Standard Reports as documented in the Report Guide.</p>			
<b>Phase IV (Training)</b>			
IBM Fraud and Abuse Management System Training	This task will be to provide the Commonwealth of Virginia's personnel four and one-half (4 ½) days of training using the installed system. The training, delivered on mutually agreed to dates, is designed for two separate groups; the general end user two and one-half (2 ½) days and the power user/administrator two (2) days. This training is most effective in a low teacher/student ratio, hands-on environment and will be undertaken for up to ten (10) of Commonwealth personnel. If deemed necessary by Commonwealth, IBM will provide additional training at a rate of \$2,600 per day. Additional training requests will be processed in accordance with Appendix B, "PROJECT CHANGE CONTROL PROCEDURE". The Commonwealth of Virginia will reimburse IBM for the actual travel and living expenses incurred with any additional training classes.	IBM	CoVA
<p>Completion Criteria: This task will be considered completed when IBM has provided one two and one-half (2 ½) day training class and one two (2) day training class.</p> <p>Deliverable: Training materials.</p>			
IBM Fraud and Abuse Management System Technical Consulting	One day of technical consulting will be conducted for the IBM Fraud and Abuse Management System administrator, technical personnel (as required) and investigation personnel on a mutually agreed to date. This consulting is designed to address questions in such areas as database back-up, User-id authorities, management of data models, and clarification of system function use and operation.	IBM	CoVA
<p>Completion Criteria: This task will be considered completed when IBM has provided one (1) day of on-site technical consulting. Any questions not handled while on-site will be addressed during 1.3.6 Phase V (Post-installation Validation).</p> <p>Deliverable: None.</p>			
<b>Phase V (Post-installation Validation)</b>			
Post-installation Validation Assistance	This task will be to assist the Commonwealth of Virginia's personnel in their validation of the IBM Fraud and Abuse Management System output as described in "Conduct Post-installation Validation". This task will begin when the two and one-half (2 ½) days of training has been completed. The post-installation validation period is limited to 90 consecutive days. IBM shall provide remote telephone support for the IBM Fraud and Abuse Management System	IBM	CoVA

Commonwealth of Virginia IBM Fraud and Abuse Management System Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
	<p>Licensed Materials included in this proposal to an individual, or the backup contact, designated by the Commonwealth of Virginia.</p> <p>IBM will provide, at no charge, fixes to reproducible errors in the Materials identified by the Commonwealth of Virginia as soon as practical and will attempt to provide fixes to non-reproducible errors. At IBM's discretion, fixes may be packaged and delivered as a system on a scheduled basis. IBM's response to reports of program defects, if we can reproduce your reported problem, may include giving error correction information or mailing electronic media containing corrected code. If the reported problem cannot be reproduced or there is no known workaround or corrected code available for the problem, IBM may close the problem; in such event, IBM will notify the Commonwealth of Virginia that the problem has been closed. Problems still open at the end of this task shall be addressed based on mutual agreement as to their business impact. The result of such agreement may be an extension of the Post-installation Validation period, processing in accordance with Appendix B, "PROJECT CHANGE CONTROL PROCEDURE".</p>		
<p>Completion Criteria: This task will be considered completed at the end of the ninety (90) day post-installation validation period.</p> <p>Deliverable: None.</p>			

### 3.4 Commonwealth of Virginia Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Master Agreement and Section 1.3 of this SOW and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by the Commonwealth of Virginia. Failure to perform will be addressed by the Project Change Control Procedure.

#### 3.4.1 Commonwealth of Virginia Personnel

The Commonwealth of Virginia will provide one or more people with responsibilities as listed:

- IBM Fraud and Abuse Management System Administrator
  - Installation Participation
  - Security Administration
  - Customization
  - Post-installation Validation
  - Production System Operation
- Business Process Expert
  - Application Data Mapping to Support the Auto-Extract Process and Feature Selection

- Post-installation Validation
- **Fraud Expert**
  - Creation of Behavior Models
  - Define and Document Standard and New Report Requirements
  - Post-installation Validation
  - Production System Operation
- **Application Programmer**
  - Load and Maintain Claim Database Tables
  - Provide Database Specific Support for Task “Define and Create Auto-Extract Process for Service Level Files.”

### **3.4.2 Hardware/Software System**

This section intentionally omitted.

### **3.4.3 Requirements and Documentation**

The Commonwealth of Virginia will review and approve the Commonwealth of Virginia's specific content in the following documents: 1.) Peer Groups and Behavior Models; 2.) Report Guide; 3.) Architecture Charts.

### **3.4.4 Claim Database**

The Commonwealth of Virginia will make available appropriate production detailed claims data (e.g. claim, provider, insured, beneficiary) as a database table(s). The table(s) must be accessible by the IBM Fraud and Abuse Management System via the client workstations. In addition, in support of “Define and Create Auto-Extract Process for Service Level Files”, Commonwealth of Virginia will provide database structure and data element documentation within four (4) weeks after project initiation and will participate with IBM in defining the supportable extract criteria. Commonwealth of Virginia will “tune” the database (e.g., add new indices) to meet their extract and reporting performance requirements.

### **3.4.5 Conduct Post-installation Validation**

The Commonwealth of Virginia will conduct post-installation validation during, Phase V (Post-installation Validation). The validation includes technical confirmation of system operation and proper handling/display of The Commonwealth of Virginia's unique items such as input data, report format/output and documentation. Any open items which preclude sign-off will be addressed in accordance with Appendix B, “PROJECT CHANGE CONTROL PROCEDURE”.

### **3.4.6 Sign-off on Installation Completion**

The Commonwealth of Virginia will deliver written sign-off of installation completion upon successful completion of all IBM Phase I through Phase V tasks. Any open items which preclude sign-off will be addressed in accordance with Appendix B, “PROJECT CHANGE CONTROL PROCEDURE”.

### **3.4.7 Laws, Regulations, and Statutes**

The Commonwealth of Virginia is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect the Commonwealth of Virginia's applications or systems that

IBM will have access to during this project. It is the responsibility of the Commonwealth of Virginia to assure that the systems and programs meet the requirements of those laws.

### **3.4.8 Clerical and Typing Supplies and Services**

The Commonwealth of Virginia will provide all necessary clerical, typing and reproduction services and related supplies on a timely basis to IBM personnel while working on the Commonwealth of Virginia premises. This service includes, but is not limited to, the typing and reproduction of all Deliverable Materials if Commonwealth of Virginia's documentation requirements preclude standard IBM preparation of these documents.

### **3.4.9 Training Environment**

The Commonwealth of Virginia will provide suitable training space and facilities for up to ten (10) students. The training facilities will include a classroom with a flip chart/white board, XGA compatible computer display projection device and terminal access to the IBM Fraud and Abuse Management System for the online portion of the class.

## **3.5 Deliverable Materials**

### **3.5.1 Type I Materials**

IBM will deliver one copy of each of the following Type I Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- None

### **3.5.2 Type II Materials**

IBM will deliver one copy of each of the following Type II Materials to the Commonwealth of Virginia. IBM grants the Commonwealth of Virginia an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Type II Materials within the Commonwealth of Virginia's Enterprise only and solely for the IBM Fraud and Abuse Management System processing of Medicaid claims data at Commonwealth of Virginia.

The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- A.1 Status Report
- A.11 IBM Fraud and Abuse Management System Machine Readable Licensed Material
- A.12 Peer Groups and Behavior Models Document
- A.13 User Guide
- A.14 Report Guide
- A.15 Feature Library
- A.16 Administrator Guide
- A.17 System Architecture Charts
- A.18 Feature Values and Scores for 2 Peer Groups
- A.19 Training Materials
- A.20 Service Level Extract Guide
- A.21 Project Plan


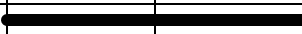
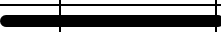





## **3.6 Completion Criteria**

IBM shall have fulfilled its obligations under this Statement of Work when any of the following first occurs:

1. IBM accomplishes the IBM tasks described in 3.3, "IBM Responsibilities" including delivery to the Commonwealth of Virginia of the Materials listed in Appendix A, "DELIVERABLE GUIDELINES".
2. The Commonwealth of Virginia or IBM terminates the Project in accordance with the provisions of the Agreement.

### 3.7 Estimated Schedule

The services will be performed during the period specified in Appendix D, "SIGNATURE DOCUMENT". The following schedule graphically illustrates when the proposed tasks are estimated to begin and end.

Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6-7
Project						
Consulting						
Customization						
Installation						
Training						
Post-installation Validation						

The actual project plan, based on hardware/software availability, the Commonwealth of Virginia task estimates and the availability of Commonwealth of Virginia personnel, will be developed with the Commonwealth of Virginia during the consulting phase.

## 4.0 Implementation of PeopleSoft Candidate Gateway and Talent Acquisition Manager

### 4.1 Project Scope

This section describes the scope of the project.

In this project IBM will perform an implementation of a single instance of PeopleSoft Candidate Gateway (PSCG) and Talent Acquisition Manager (PSTAM) and the necessary components of the core PeopleSoft HRMS 8.9 application necessary to support PSCG and PSTAM.

There will be two releases. The first will be for an on-line application and all remaining functionality will follow in Release 2. Workflow will not be enabled in the first release nor will the PeopleSoft application be used for the posting of jobs in that first release.

#### 4.1.1 Business Process

The following Business Processes as specified in the IBM EA Project Proposal provided to the Commonwealth as Schedule 1.2 of the Comprehensive Services Master Agreement (Master Agreement) will be developed as part of the project:

- Applicant Intake and Recruiting

#### 4.1.2 The Commonwealth of Virginia's Organizations

The Commonwealth's organizations in the implementation scope are:

- All Executive Branch, non-Higher Education Agencies

#### 4.1.3 Extensions

The following extensions (Bolt-On) software packages will be implemented as part of the Commonwealth's PPEA implementation project:

- None

#### 4.1.4 Reports, Interfaces, Data Conversions and Enhancements (RICE)

**Reports** - For this Statement of Work, we are assuming that the reports delivered by PeopleSoft with PSCG and PSTAM will be adopted and used by the Commonwealth without modification. Deviations from this assumption will be evaluated at that time for a Project Change Request, which would either raise or lower the Commonwealth's cost.

**Interfaces** - The following interfaces will be developed as part of the project:

- PSTAM to PMIS
- PSTAM to CIPPS

**Conversions** The following automated data conversions will be developed as part of this project:

- PMIS to PeopleSoft - Employee Indicative Data

**Enhancements** - For this Statement of Work, we are assuming that the functionality delivered by PeopleSoft with PSCG and PSTAM will be adopted and used by the Commonwealth without modification. Deviations from this assumption will be evaluated at that time for a Project Change Request, which would either raise or lower the Commonwealth's cost.

## 4.2 Key Assumptions

IBM has provided this SOW and our prices are based on these assumptions, and those listed in the activities in Section 1.3 IBM Responsibilities, if any. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B-1 Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. If an assumption deviation is not resolved through Appendix B-1 Project Change Control Procedure within 30 days then the issue will be resolved in accordance with Appendix B-3 Escalation Procedure.

1. The implementation covers the business entities currently on the Commonwealth's HR system, and no changes to the Commonwealth's organization (e.g. new entities, acquisitions, reorganizations) will occur for the duration of the project.

## 4.3 IBM Responsibilities

### 4.3.1 Work Breakdown Structure

Identified below are the specific activities to be performed and the completion criteria for each of these activities. Primary responsibility is that of the organization in the Lead position. The party in the lead position is responsible for the Deliverable Materials associated with that activity. All activities to be performed by CoVA are to be provided at no charge to IBM. Where IBM is designated the Lead, our performance is predicated upon the CoVA responsibilities being fulfilled by CoVA in the accordance with the timeline of the agreed to Project Plan. Where IBM is designated to have Assist responsibility, IBM will assist CoVA as time permits given the proposed IBM staffing plan. If CoVA is unable to perform any of their responsibilities (Lead and Assist) in accordance with the timeline of the proposed project plan, the Scope of Work, the Charges, the Estimated Schedule and/or other terms and conditions may change and will be managed through the Project Change Control Procedure.

Commonwealth of Virginia PPEA Candidate Gateway and Talent Acquisition Manager Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<b>Define Phase</b>			
Initial Scope and Requirements	Define project scope in terms of business processes to be transformed and application modules to be implemented: <ul style="list-style-type: none"> <li>• Extend and refine existing CoVA process framework (function decomposition).</li> <li>• Use the process framework to discuss and agree upon process scope.</li> <li>• Map in-scope processes to application modules to determine package scope.</li> <li>• Verify application scope with CoVA team and key stakeholders.</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Project Blueprint has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.			

Commonwealth of Virginia PPEA Candidate Gateway and Talent Acquisition Manager Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
Organizational Readiness	Identify and Validate elements of the Organization Change Management effort: <ul style="list-style-type: none"> <li>• Validate the Change Vision</li> <li>• Conduct Change Readiness Assessment</li> <li>• Define Change Strategy</li> <li>• Identify Stakeholders and Conduct Assessment</li> <li>• Define To-be Organization</li> <li>• Conduct Initial Training Assessment</li> <li>• Conduct end user Training Needs Analysis</li> <li>• Define Approach to track project team knowledge transfer</li> </ul>	CoVA	IBM
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
Infrastructure Planning and Acquisition	Develop the IT infrastructure necessary to support the implementation. <ul style="list-style-type: none"> <li>• Perform Capacity Planning for Initial Configuration: names, number and size of database instances and initial capacity required.</li> <li>• Procure Hardware &amp; System Software</li> <li>• Install &amp; Configure Hardware, Network, Database</li> <li>• Perform Database Performance Assessment</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Project Blueprint has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-21.			
Planning and Initiation	Review/develop/document project procedures, standards and strategies: <ul style="list-style-type: none"> <li>• Establish Project Standards</li> <li>• Define project Structure</li> <li>• Prepare Detailed Project Plan.</li> <li>• Develop Communications Plan</li> <li>• Prepare Project Team Training Plan</li> <li>• Conduct Preliminary Risk Assessment</li> <li>• Conduct Project Kickoff Workshop</li> <li>• Conduct Core Team Overview Training</li> <li>• Conduct Methodology Workshop</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Project Blueprint has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.			



Commonwealth of Virginia PPEA Candidate Gateway and Talent Acquisition Manager Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<b>Define Phase Completion Criteria:</b> This phase will be complete when the Project Blueprint has been delivered to and accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.  Deliverable Materials Project Blueprint  The content of the <b>Project Blueprint</b> is a compilation and rationalization of the findings of the first phase of an ERP implementation consisting of the following areas: <ul style="list-style-type: none"> <li>• <u>Business Context</u> - the business landscape and imperatives, executive vision of the to-be operating model, business structure, and the linkage these have to the project.</li> <li>• <u>Project Drivers</u> - opportunities and performance improvements related to the project, the business case for the project, and where/when the benefits will be realized.</li> <li>• <u>Organization Landscape</u> – the project footprint on the organization, the change impacts and risks, and the strategy for managing the change.</li> <li>• <u>Project Definition</u> – the scope in terms of business units, processes, and systems. Systems scope clarifies the aspects related to the ERP Product, technical development, and IT infrastructure. The project structure and approach clarifies ownership, decision making processes, risk management, and project standards. The project plan clarifies milestones, resources, and costs.</li> <li>• <u>Solution Definition</u> – initial assumptions pertaining to the solution being implemented. This consists of high level gaps and how they will be resolved, and assumption regarding enterprise data standards and account structures.</li> </ul>			
<b>Design Phase</b>			
Business Modeling and Application Design	<ul style="list-style-type: none"> <li>• Finalize Enterprise Data Requirements</li> <li>• Conference Room Pilot</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Solution Blueprint has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Report, Interface Conversion and Enhancement (RICE) Design	<ul style="list-style-type: none"> <li>• Establish Rice Development Standards .</li> <li>• Define Data Conversion approach.</li> <li>• Define Integration Approach</li> <li>• Create RICE Conceptual Designs</li> <li>• Initiate Legacy Data Cleanup.</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Solution Blueprint has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Test Planning	Develop the test cases and future business processes to be performed during testing as functional verification of the production system <ul style="list-style-type: none"> <li>• Validate Key Business Scenarios</li> <li>• Build Test Matrix Conditions</li> <li>• Formulate Testing Strategies</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Solution Blueprint has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Organization Alignment	Integrate the activities required to implement CoVA's Organization Change Management Plan: <ul style="list-style-type: none"> <li>• Define Enablers required to realize business benefits.</li> <li>• Design performance metrics and measurement</li> </ul>	CoVA	N/A

Commonwealth of Virginia PPEA Candidate Gateway and Talent Acquisition Manager Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
	<p>processes</p> <ul style="list-style-type: none"> <li>Secure benefit owner commitment</li> <li>Execute and measure communications effectiveness</li> <li>Validate and design organization</li> <li>Conduct change impact analysis</li> <li>Develop user security roles.</li> </ul>		
<p>Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.</p> <p>Design Phase Completion Criteria: This activity will be complete when the Solution Blueprint has been delivered to and accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2</p> <p>Deliverable Materials Solution Blueprint Document</p> <p>The content of the Solution Blueprint is an aggregation and rationalization of the findings of the DESIGN phase of an ERP implementation consisting of the following areas:</p> <ul style="list-style-type: none"> <li><u>Business Solution</u> – the new operating model being implemented, the key business scenarios it will support, its key operational metrics and benefits realization plan.</li> <li><u>Process Solution</u> - To-Be Process designs, key gaps with ERP product and their resolutions, business rules, and “Proof of Concept” findings.</li> <li><u>Data Solution</u> - Chart of Account structure, data conventions, global versus local standards, legacy data cleansing solution.</li> <li><u>Technical Development Solution</u> – conceptual designs for Reports, Interfaces, Conversions, and ERP Product Extensions</li> <li><u>IT Architecture</u> – technical specification of the infrastructure architecture.</li> <li><u>Organization Solution</u> – design of and roles/responsibilities comprising the To-Be organization, and the change impacts associated with it.</li> <li><u>Training Solution</u> – the curriculum and delivery approach for training of business users.</li> <li><u>Testing Solution</u> – the master plan and approach for Unit Testing, Integration Testing, and Acceptance Testing.</li> <li><u>Project Summary</u> – review of critical business issues and project risks, and an updated plan to deliver the solution.</li> </ul>			
Build Phase			
RICE Build	<p>Develop the data conversion programs, package extension programs, reports and interfaces identified in the Design phase.</p> <ul style="list-style-type: none"> <li>Develop data conversion programs that will be used to extract, manipulate, and transfer CoVA data from their legacy system(s) to PS and document any manual procedures for data conversion and load.</li> <li>Document procedures for unit testing each of the data conversion programs and the manual load procedures, preparation of the testing environment, unit testing of the data conversion programs, and unit</li> </ul>	IBM	CoVA

Commonwealth of Virginia PPEA Candidate Gateway and Talent Acquisition Manager Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
	testing of the manual data conversion procedures. <ul style="list-style-type: none"> <li>Develop custom -developed package extensions or enhancements, reports, enhancements to reports, interfaces (inbound and outbound)</li> <li>Develop/document procedures for unit testing each of the data conversion, package extensions, reports and interfaces</li> <li>Prepare testing environment</li> <li>Execute unit tests</li> </ul>		
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Run and Test Conversion Scripts	Run PeopleSoft conversion scripts and verify converted data and configurations <ul style="list-style-type: none"> <li>Run upgrade scripts</li> <li>Validate &amp; Massage Extracted Legacy Data</li> <li>Verify Quality of upgraded data and configuration</li> <li>Perform Additional upgrades as required</li> <li>Confirm Upgraded system Prior to go live authorization</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Transition Planning	Develop Transition Plan considering: <ul style="list-style-type: none"> <li>Final System Acceptance</li> <li>Operate Support</li> <li>Cutover Sequence</li> <li>Legacy Retirement</li> <li>Contingency Procedures</li> <li>Customer /Supplier Communications</li> <li>Business Mobilization</li> <li>Risk Mitigation</li> <li>Post Go-live Support</li> <li>Readiness Assessment</li> <li>Economics</li> </ul>	IBM	
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
End User Training	Create materials that will be used for CoVA end user training: <ul style="list-style-type: none"> <li>Create instructor guides to explain the teaching of each course.</li> <li>Develop student participant guides with workflows, scenarios and exercises.</li> <li>Develop help cards for delivery in instructor-led classes.</li> <li>Create PowerPoint presentation materials .</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Solution Book and Transition Plan has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Build Phase Completion Criteria: This activity will be complete when the Draft and Final Solution Book, Change Readiness Assessment and Transition Plan have been delivered to accepted by the CoVA Project Manager in accordance with the Deliverable Review Process in Appendix B-2 Deliverable Materials <ul style="list-style-type: none"> <li>Draft Solution Book</li> <li>Final Solution Book</li> <li>Transition Plan</li> </ul>			

Commonwealth of Virginia PPEA Candidate Gateway and Talent Acquisition Manager Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<p>The Solution Book consists of the following:</p> <ul style="list-style-type: none"> <li>• Application and CoVA Specifications</li> <li>• IT Architecture</li> <li>• Test Reports and Sign-offs</li> <li>• Policies and Procedures</li> </ul>			
<b>Transition Phase</b>			
Mobilize Business			
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
End User Training	<p>Deliver end user training to CoVA personnel:</p> <ul style="list-style-type: none"> <li>• Pilot Training content</li> <li>• Deliver training content.</li> <li>• Obtain feedback on training; evaluate effectiveness of training and adjust training plan and training materials as necessary.</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Perform User Acceptance Test	<p>Perform testing to confirm that the solution meets CoVA's documented requirements.</p> <ul style="list-style-type: none"> <li>• Develop Detailed Acceptance Test Plan</li> <li>• Perform User Acceptance Test</li> <li>• Identify Report and Resolve Issues</li> <li>• Obtain Client Acceptance of Deliverables</li> </ul>	CoVA	IBM
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
Develop User Documentation	<p>Develop operational procedures for performing new business processes integrating user documentation for using application software:</p> <ul style="list-style-type: none"> <li>• Draft procedures utilizing future process definitions and application software documentation.</li> <li>• Work with CoVA team to validate and refine user documentation.</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Rollout	<p>Conduct Cut-Over to Production System according to the agreed upon criteria developed in the Deployment and Cut-Over Plan.</p> <ul style="list-style-type: none"> <li>• Obtain approval for cutover</li> <li>• Develop GO-LIVE checklist</li> <li>• Execute migration to Production <ul style="list-style-type: none"> <li>- Establish Production Environment</li> <li>- Back up Production for Conversion purposes</li> <li>- Perform Final Verification of Configuration Settings</li> <li>- Run Migration Scripts</li> <li>-Run Pre-Go-Live Conversions</li> <li>- Execute Conversion Verification</li> <li>-GO-LIVE</li> </ul> </li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			

Commonwealth of Virginia PPEA Candidate Gateway and Talent Acquisition Manager Project Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
Post Implementation Support	Set up support organization for application end users after production start: <ul style="list-style-type: none"> <li>Develop service level agreement covering the support that the IBM team will provide for day-to-day maintenance of the system.</li> <li>Establish user support organization</li> <li>Monitor user support efficiency</li> <li>Break / Fix</li> </ul>	IBM	IBM
Completion Criteria: This activity will be complete when the Acceptance Test Report, Go-live Authorization and Transition Checkpoint Report have been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
<b>Transition Phase Completion Criteria:</b> This activity will be complete when the Acceptance Test Report, the Go-Live Authorization, and the Transition Checkpoint Report have been delivered to and accepted by the CoVA Project Manager in accordance with the Deliverable Review Process in Appendix B-2 Deliverable Materials <ul style="list-style-type: none"> <li>Acceptance Test Report</li> <li>Go-Live Authorization</li> <li>Transition Checkpoint Report</li> </ul>			

## 4.4 Commonwealth of Virginia Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of the Commonwealth's management and personnel.

The responsibilities listed in this section are in addition to those responsibilities specified in the Master Agreement and Section 1 of this SOW and are to be provided at no charge to IBM. The Commonwealth is responsible for the control of all the Commonwealth's responsibilities. IBM's performance is predicated upon the following responsibilities being fulfilled by the Commonwealth as scheduled in the IBM Project Plan(s). Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix B-1 Project Change Control Procedure.

### 4.4.1 Commonwealth of Virginia Project Staffing

For planning purposes, IBM has estimated the Commonwealth's staffing needed for a successful project. The table below lists the required CoVA staff for each Project. IBM's price, estimates and schedule are predicated on the Commonwealth providing the resources, skills and hours defined below. Each role is identified as full time or part time, and estimated in full-time-equivalents (FTEs). This staffing schedule will be reviewed and confirmed by Phase as part of the development of the detailed work plan for each Phase of each Component.

Role	FTEs
Project Executive/Sponsor	0.3
Project Manager	1
Recruiting SME	4
Training SME	2
Security SME	.2

#### **4.4.2 Preparation of Deliverables**

The Commonwealth will participate in the preparation of the project Deliverable Materials as specified in the IBM Project Plan.

#### **4.4.3 Interfaces and Conversions**

The Commonwealth will be responsible for the analysis of the existing systems, and for providing the data from these systems in a manner consistent with the agreed upon design and plan. The Commonwealth will be considered the experts in these systems and will provide knowledge on data structures and design.

The Commonwealth will be responsible for the quality of source data, for making any decisions regarding the cleanliness of data and for any data cleansing that may be required, and for validating any converted data.

#### **4.4.4 Training**

The Commonwealth will schedule and deliver all end-user training.

#### **4.4.5 Production Cut-Over**

The Commonwealth will determine that the system is ready for production and perform the cut-over to production. Use of the system in daily production by the Commonwealth will be considered acceptance of the system.

### **4.5 Deliverable Materials**

#### **4.5.1 Type I Materials**

IBM will deliver one copy of each of the following Type I Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- None

#### **4.5.2 Type II Materials**

IBM will deliver one copy of each of the following Type II Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- A.1 Monthly Status Report
- A.2 Project Blueprint
- A.3 Solution Blueprint
- A.4 Future Organization Scope and Requirements
- A.5 Draft Solution Book
- A.5 Final Solution Book
- A.7 Transition Plan
- A.8 Acceptance Test Report
- A.9 Go-Live Authorization
- A.10 Transition Checkpoint Report

### **4.6 Completion Criteria**

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 4.3 IBM Responsibilities; or
- The Commonwealth accepts the Transition Checkpoint Report; or
- The Commonwealth or IBM terminates the project in accordance with the provisions of the Agreement.

## 4.7 Estimated Schedule

The Services in this SOW are estimated to be performed in a period of up to 12 months from the agreed upon start date.

### Estimated Project Duration by Phase

Define Phase	1 Months
Design Phase	3 Months
Build Phase	6 Months
Transition Phase	2 Months

## 5.0 Implementation of Provia ViaWare WMS

### 5.1 Project Scope

IBM will perform an implementation of a Provia ViaWare WMS, a warehouse management system, in the Department of Corrections and Virginia Correctional Enterprises. This system assists in managing the complete warehouse cycle from receiving to shipping while tracking each item at every point along the way.

In addition to the ability to have knowledge of inventory levels and locations at all times, the implementation of Provia ViaWare WMS facilitates the opportunity for business process redesign across all warehouse facilities to develop standard practices that are based upon industry "best practices."

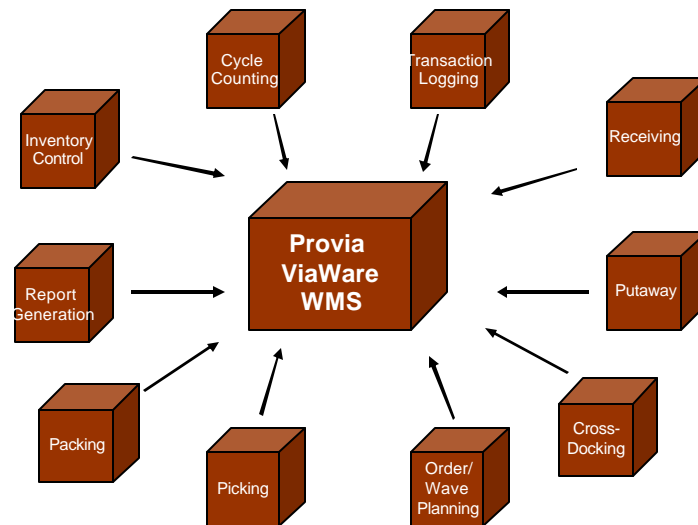
Operating warehouses using top tier software, as well as re-engineered processes and procedures creates the efficiencies needed to operate at the optimal level of productivity. Provia ViaWare WMS allows communication across warehouses to eliminate duplicate purchasing and facilitate shared inventory. Additionally, it creates a seamless data transfer to both eVA and the financial systems, eliminating duplicate data entry and ensuring consistent information across all systems. Within each warehouse facility the software and improved processes and procedures assist in optimizing space utilization and optimization, as well as managing inbound and outbound shipments.

IBM will perform site visits to each warehouse facility to understand the type and level of inventory managed, as well as current facility structure and operations. Based on this information, IBM will develop a tailored business process design and customize the Provia ViaWare WMS software as needed. Customized interfaces will be designed and a data migration plan will be developed and implemented.

Simultaneously, training will be delivered by Provia for the Commonwealth of Virginia project designees and training will be developed for the end user specifically tailored to Commonwealth of Virginia's facilities.

A rigorous testing period will ensue with time allocated to test development and execution to ensure optimal performance in each facility. Finally, the Provia ViaWare WMS software will be rolled out to each individual warehouse with Subject Matter Experts interacting directly with the warehouse employees to train them on the software and provide ongoing support in the transition.

## Provia ViaWare Functionality



### 5.1.1 Business Process

The following Business Processes are expected to be identified:

- Pre-Receiving
- Receiving
- Putaway
- Physical Counts
- Cycle Counts
- Internal Replenishment
- Wave Management
- Picking
- Packing
- Shipping
- Cross-Docking (if appropriate)

### 5.1.2 The Commonwealth of Virginia's Organizations

The Commonwealth of Virginia's organizations in the implementation scope are:

- VA Department of Corrections (VADOC)
- Virginia Correctional Enterprises (VCE)



### 5.1.3 Extensions

The following extensions (Bolt-On) software packages will be implemented as part of the Commonwealth of Virginia's PPEA Provia ViaWare Warehouse Management Software (WMS) implementation project:

- Cognos User Configurable Shipping Paper Software
- Unibar User Configurable Software

### 5.1.4 Reports, Interfaces, Data Conversions and Enhancements

Provia ViaWare WMS provides a large number of standard production reports. During the design phase IBM will work with the Commonwealth of Virginia to identify if any additional reports are required.

Commonwealth Partners will work with the Commonwealth to develop up to five additional interfaces of medium to low complexity as mutually agreed upon interfaces. This is in addition to the 7 interfaces identified below.

#### **Inbound Interfaces**

- Purchase Order Download
- Outbound Order Download
- New Item Download

#### **Outbound interfaces**

- Receipt Confirmation
- Shipping Confirmation
- Inventory Adjustment Upload
- Cycle Count Upload

The following automated data conversions will be developed as part of this project:

- Location Master
- Item Master

During the design phase IBM will work with the Commonwealth of Virginia to identify if any additional data conversions.

Provia ViaWare WMS provides traditional warehouse functionality. During the design phase IBM will work with the Commonwealth of Virginia to identify if any additional enhancements or modifications are required.

## 5.2 Key Assumptions

1. The configuration and business process designs will be "locked down" after the Conference Room Pilot (CRP) materials are delivered.
2. IBM and the Commonwealth will mutually agree to the final Provia software configuration and that the Commonwealth requirements can be accommodated with out of the box capabilities.
3. The Commonwealth will be responsible for performing data cleansing, manual data entry, and supplying missing data elements required to effectively operate the new system.
4. The Commonwealth will be responsible for the conversion of paper records to electronic format.

5. IBM will work jointly with the Commonwealth to perform data mapping, identify data translation parameters and develop data migration business rules.
6. The IBM WMS Toolkit will be used to aggregate requirements as well as to provide templates for test scripts and test scenarios.
7. The Commonwealth will provide a minimum of three hours of participation for each hour of CP consulting time.
8. The Commonwealth will provide a minimum of three dedicated full time resources to the project.
9. Specialized software for data encryption and decryption is not provided within the SOW.
10. One set of training materials will be developed to be used for all WMS implementations.
11. IBM will not have dedicated team members at all sites during go-live.
12. IBM will purchase 40 Provia ViaWare WMS software licenses for the VADOC/VCE facilities.
13. IBM will have access to the facilities for site visits and go-live activities.
14. Interfaces to automated material handling equipment, such as warehouse carousels, are not included in this SOW.
15. The implementation and integration of Radio Frequency (RF) equipment is not part of this SOW.

### 5.3 IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

#### 5.3.1 Solution Implementation

Commonwealth of Virginia Provia ViaWare WMS Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<b>Mobilization</b>			
Project Kickoff	Bring all involved parties together and discuss and document overall plan to move forward. <ul style="list-style-type: none"> <li>Finalize Implementation plans</li> <li>Determine project communication meetings</li> <li>Finalize project plan</li> <li>Confirm Issue Management Tools</li> <li>Delivery Excellence</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
Site Visits	Identify warehouse-specific issues and differentiators <ul style="list-style-type: none"> <li>Visit all 30 warehouse facilities</li> <li>Compile Results</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when all warehouse facilities have been visited and the results compiled.			

Commonwealth of Virginia Provia ViaWare WMS Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
<b>Mobilization Phase Completion Criteria</b>			
This phase will be complete when the client and IBM agree on the integrated project plan and all 30 warehouse facilities have been visited.			
Deliverable Materials: Finalized Integrated Project Plan			
<b>Design Phase</b>			
Business Process Redesign	Identify initial process scope and develop process flows, process descriptions, CRP scenarios, key business decisions and business rules <ul style="list-style-type: none"> <li>Planning</li> <li>Preliminary Process Design</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the initial process flows have been developed and delivered to the client.			
Deliverable Materials: Business Process Design			
Technical Design	<ul style="list-style-type: none"> <li>Facility Configuration Design</li> <li>Compile Sample Data</li> <li>Interface Design</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the initial configuration design and interface design is complete and delivered to the client.			
Facility Design	Document Initial Technical Architecture Design <ul style="list-style-type: none"> <li>Site 1 Production Considerations</li> <li>Site 1 RF Devices</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the initial technical architecture diagram is complete and delivered to the client.			
CRP	<ul style="list-style-type: none"> <li>CRP Planning</li> <li>CRP Script Development</li> <li>CRP Execution</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Conference Room Pilot has been executed and the refined business process design documents are delivered to the client.			
Functional Designs	Develop and obtain approval for functional design <ul style="list-style-type: none"> <li>Modifications</li> <li>Reports</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the functional designs for modifications and reports are delivered and reviewed by the client.			
Training Design	Determine training approach, systems & resources <ul style="list-style-type: none"> <li>Identify training requirements</li> <li>Develop concept materials</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the training conceptual materials are delivered and reviewed by the client.			
Test Planning	<ul style="list-style-type: none"> <li>Identify testing phases and acceptance process</li> <li>Develop test plan/ approach</li> <li>Determine test environment needs</li> </ul>	IBM	CoVA

Commonwealth of Virginia Provia ViaWare WMS Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
	<ul style="list-style-type: none"> <li>Determine testing resources and schedule</li> </ul>		
<p>Completion Criteria: This activity will be complete when the test plan is delivered to the client.</p> <p>Deliverable Material: Test Strategy</p>			
Conversion Planning	<ul style="list-style-type: none"> <li>Develop Conversion Strategy</li> <li>Develop Conversion Plan</li> </ul>	IBM	CoVA
<p>Completion Criteria: This activity will be complete when the conversion strategy and plan are delivered to the client.</p> <p>Deliverable Material: Conversion Strategy</p>			
<p><b>Design Phase Completion</b> This activity will be complete when the business process designs, test strategy, and conversion strategies have been delivered and approved by the client.</p>			
<b>Construction Phase</b>			
WMS Construction	<p>Develop management reports and submit for review, develop interfaces and submit for review, customize Provia ViaWare WMS code</p> <ul style="list-style-type: none"> <li>Reports Construction</li> <li>Interface Construction</li> <li>Modification Construction</li> </ul>	IBM	CoVA
<p>Completion Criteria: This activity will be complete when the Provia Software modifications have been delivered to the client.</p>			
Testing	<p>Develop testing scenarios and execute test plans for system, interfaces and integration to other applications</p> <ul style="list-style-type: none"> <li>System Testing</li> <li>Integration Testing</li> </ul>	IBM	CoVA
<p>Completion Criteria: This activity will be complete when the system test and integration tests are complete and have met the agreed upon test exit criteria defined in the test strategy.</p>			
Training Development	<ul style="list-style-type: none"> <li>Compile user guides and training materials</li> <li>Revise/finalize training materials</li> <li>Develop CBT exercises</li> <li>Set-up data on training system</li> </ul>	IBM	CoVA
<p>Completion Criteria: This activity will be complete when the training material has been developed and delivered to the client.</p> <p>Deliverable Material: Training Guides</p>			
<p><b>Construction Phase Completion Criteria:</b> Construction Phase Will Be Complete When software modifications have been delivered and tested. In addition, the training materials have been developed and delivered to the client.</p> <p>Deliverable Materials : Configuration Guide</p>			
<b>Implementation Phase</b>			
Acceptance Tests	<ul style="list-style-type: none"> <li>Document scenarios to be Acceptance Tested</li> </ul>	IBM	CoVA

Commonwealth of Virginia Provia ViaWare WMS Implementation Work Breakdown Structure			
Activity	Activity Description	Lead	Assist
(Business Readiness Tests)	<ul style="list-style-type: none"> <li>Document conversion activities to be tested in Acceptance Tests</li> <li>Develop test scripts for Acceptance Test</li> <li>Develop test scripts for mock conversion</li> <li>Execute mock conversion</li> <li>Review Mock Conversion results and rework</li> <li>Set-up Acceptance Test data in systems</li> <li>Execute Acceptance Tests</li> </ul>		
Completion Criteria: This activity will be complete when the mock conversion and acceptance test have been completed.			
Rollout	Implement application in sites 1-30	IBM	CoVA
Completion Criteria: This activity will be complete when all 30 warehouse sites are executing operations using the new WMS system.			
Implementation Phase Completion Criteria: This activity will be complete when the rollout has been complete and the 30 warehouse sites are executing operations using the new WMS system.			
Deliverable Materials: Project Notebook			

## 5.4 Commonwealth of Virginia Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of the Commonwealth of Virginia's management and personnel.

The responsibilities listed in this section are in addition to those responsibilities specified in the Master Agreement and Section 1 of this SOW and are to be provided at no charge to IBM. The Commonwealth of Virginia's program manager is responsible for the execution of all the Commonwealth of Virginia's responsibilities. IBM's performance is predicated upon the following responsibilities being fulfilled by the Commonwealth of Virginia as scheduled in the IBM Project Plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix B-1 Project Change Control Procedure.

### 5.4.1 Development and Production Environments

The Commonwealth of Virginia will provide the infrastructure required for the project including:

- Setting up, operating and maintaining development environments (e.g., hardware, operating system, database system, database tools and network configuration) that support the project schedule and tasks
- Installing, operating and maintaining Provia ViaWare WMS
- Setting up, operating and maintaining the production environment (e.g., hardware, operating system, database system and network configuration) to support Provia ViaWare WMS in the production instance
- Installing, operating and maintaining all LAN, WAN, and telecommunications facilities
- Installing, operating and maintaining all legacy systems and data
- Constructing security profiles for the development and production environments

- Configuring and operating the correction and transport system

#### 5.4.2 Interfaces and Conversions

The Commonwealth of Virginia will be responsible for the analysis of the existing systems, and for providing the data from these systems in a manner consistent with the agreed upon design and plan. The Commonwealth of Virginia will be considered the experts in these systems and will provide knowledge on data structures and design.

The Commonwealth of Virginia will be responsible for the quality of source data, for making any decisions regarding the cleanliness of data and for any data cleansing that may be required, and for validating any converted data.

#### 5.4.3 Training

The Commonwealth of Virginia will schedule all end-user training.

#### 5.4.4 Production Cut-Over

The Commonwealth will:

- Ensure that its staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to Commonwealth senior management, as well as any members of its staff to enable IBM to provide the Services. The Commonwealth of Virginia will ensure that its staff has the appropriate skills and experience. If any Commonwealth of Virginia staff fails to perform as required, the Commonwealth of Virginia will make suitable additional or alternative staff available.
- Provide all information and materials reasonably required to enable IBM to provide the Services. The Commonwealth of Virginia agrees that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by the Commonwealth of Virginia.
- Ensure it has appropriate agreements in place with the vendor and any other third party to enable IBM to perform the Services under this SOW, where the Commonwealth of Virginia is using or providing IBM with third party information, support or materials for a project including but not limited to, where the Commonwealth of Virginia is employing other suppliers whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, The Commonwealth of Virginia will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, The Commonwealth of Virginia is solely responsible for any third party hardware, software or communications equipment used in connection with the Services.

### 5.5 Deliverable Materials

#### 5.5.1 Type I Materials

IBM will deliver one copy of each of the following Type I Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- None

#### 5.5.2 Type II Materials

IBM will deliver one copy of each of the following Type II Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- A.1 Status Reports

- A.28 Finalized Integrated Project Plan
- A.29 Business Process Design
- A.30 Test Strategy
- A.31 Conversion Strategy
- A.32 Initial Configuration Guide
- A.33 Training Guides
- A.34 Project Notebook

## **5.6 Completion Criteria**

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 5.3 IBM Responsibilities; or
- The Commonwealth of Virginia accepts the Transition Checkpoint Report; or
- The Commonwealth of Virginia or IBM terminates the project in accordance with the provisions of the Agreement.

## **5.7 Estimated Schedule**

The Services in this SOW are estimated to be performed in a period of up to 17 months from the agreed upon start date.

ID	Task Name	Work	Duration	Start	Finish												
						1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
						Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	WMS Implementations	17,250.2 hrs	350 days	Tue 1/3/06	Thu 5/17/07												
2	Mobilization	1,580.63 hrs	70 days	Tue 1/3/06	Mon 4/10/06												
3	Project Kick-off	164 hrs	20 days	Tue 1/3/06	Mon 1/30/06												
9	Site Visits	832 hrs	40 days	Tue 1/31/06	Mon 3/27/06												
43	Workroom Setup	44 hrs	10 days	Tue 1/3/06	Mon 1/16/06												
46	Milestone - Furniture, Ph	0 hrs	0 days	Mon 1/9/06	Mon 1/9/06												
47	Project Training	482 hrs	10 days	Tue 3/28/06	Mon 4/10/06												
50	Technical Mobilization	58.63 hrs	9 days	Mon 1/16/06	Fri 1/27/06												
55	Milestone - Test Server, I	0 hrs	0 days	Fri 1/27/06	Fri 1/27/06												
56	Design	4,825.57 hrs	137 days	Tue 3/28/06	Tue 10/10/06												
57	Process Design (BPR)	984 hrs	40 days	Tue 3/28/06	Mon 5/22/06												
86	Technical Design	510 hrs	45 days	Tue 4/4/06	Tue 6/6/06												
114	Facility Design	216.57 hrs	41 days	Tue 4/4/06	Wed 5/31/06												
129	CRP	1,480 hrs	44 days	Wed 4/19/06	Tue 6/20/06												
147	Milestone - CRP Complet	0 hrs	0 days	Tue 6/20/06	Tue 6/20/06												
148	Functional Designs	578 hrs	36 days	Wed 6/21/06	Fri 8/11/06												
165	Training Design	249 hrs	17 days	Wed 6/21/06	Mon 7/17/06												
177	Test Planning	168 hrs	23 days	Wed 6/21/06	Tue 7/25/06												
182	Conversion Planning	640 hrs	60 days	Tue 7/18/06	Tue 10/10/06												
192	Milestone - Conversion F	0 hrs	0 days	Tue 10/10/06	Tue 10/10/06												
193	Construction	6,984 hrs	165 days	Wed 6/7/06	Thu 2/1/07												
194	WMS Construction	774 hrs	72 days	Wed 6/7/06	Tue 9/19/06												
206	Milestone - Software Con	0 hrs	0 days	Tue 9/19/06	Tue 9/19/06												
207	Testing	5,822 hrs	135 days	Fri 7/21/06	Thu 2/1/07												
240	Milestone - Offsite Testin	0 hrs	0 days	Thu 2/1/07	Thu 2/1/07												
241	Training Development	388 hrs	110 days	Tue 7/18/06	Thu 12/21/06												
249	Implementation	3,860 hrs	153 days	Wed 10/11/06	Thu 5/17/07												
250	All Site Preparation	528 hrs	60 days	Wed 10/11/06	Mon 1/8/07												
286	Develop external commu	48 hrs	15 days	Fri 12/22/06	Mon 1/15/07												
290	Acceptance Tests (Busine	1,471 hrs	38 days	Fri 2/2/07	Tue 3/27/07												
308	Milestone - Business Res	0 hrs	0 days	Tue 3/27/07	Tue 3/27/07												
309	Rollout	1,813 hrs	37 days	Wed 3/28/07	Thu 5/17/07												

## 6.0 Implementation of Tririga Facilities Management System

### 6.1 Project Scope

For this project, IBM will implement a single, customized instance of Tririga's CAFM (Computer Aided Facilities Management) and CMMS (Computer Managed Maintenance System) Design-through-Operation (DTO™) solution. This system includes the Tririga Facility Center, as well as Tririga Projects. This will be customized to address facilities management for the Department of General Services and will provide real-time information across locations, organizational units, projects, and people. This initial implementation of Tririga is limited to the Commonwealth Department of General Services (DGS).

A portfolio will be defined which will be the central repository for all information, events, processes, and costs. From within this portfolio, people, locations, assets, and geographies will be managed. Each record created will be assigned to a specific place in the hierarchy and associated with other defined items. Lifecycle events are recorded within the system, displaying current status and providing a complete history.

IBM will lead the evaluation of existing business processes such as space and project management, maintenance and operations, as well as transaction management and lease administration. Directed sessions will be held to define the desired to-be processes and where different, a gap analysis will be performed. Business requirements will be captured and validated with the Commonwealth, further refined to detailed functional and non-functional requirements.



Integration of Capital Construction projects will be facilitated by utilizing an adapter from VFA, Inc. to integrate their software with Tririga. When a capital improvement project in VFA is approved, a project/work orders will be created in Facility Center. As work progresses, the current status will be visible in both Tririga and VFA.

Besides the adapter integrating the VFA, Inc. software, other known interfaces to be developed are those to eVA for procurement, as well as those to Peoplesoft for outbound project and work order costing.

The system will need data from legacy sources to be converted and captured in Tririga's database. IBM will work alongside DGS data SMEs to understand the data, cleanse where possible, and migrate this data into the solution data model.

Testing will be performed throughout the development process, and there will be a rigorous period of system and integration testing to ensure quality. User acceptance testing will confirm the design and be a precursor to go-live activities. In conjunction with testing, training will be developed, planned and delivered. Train the trainer sessions will be held and those trainers will conduct training sessions for end users.

### **6.1.1 Business Process**

The following business processes will be evaluated

- Portfolio management
  - People management
  - Organization management
  - Real Estate/Property management
  - Asset Management
- Space management with CAD integration
- Lease Management
- Transaction Management
- Project Management
- Facility Management with MAC
- Facility Operations
- Facility Maintenance

### **6.1.2 The Commonwealth of Virginia's Organizations**

The Commonwealth's organizations in the implementation scope are:

- The Department of General Services

### **6.1.3 Reports, Interfaces and Data Conversions**

#### **Reports**

For this Statement of Work, a mutually agreed upon number of reports will be identified. During the development phase, report requirements will be gathered and evaluated in detail and verified.

#### **Interfaces**

The following interface software packages and design will be implemented as part of the Commonwealth's Tririga 8i implementation project. The boundary for interface development within this scope of work is limited from the Tririga application to the mutually agreed upon middleware interface service layer. IBM will work in conjunction with the Commonwealth to develop up to two additional interfaces of medium to low complexity as mutually agreed upon.

- VFA,inc Asset Fusion for Facility Assessment and Financial Planning outbound to Tririga
- Tririga outbound eVA Procurement System
- Tririga Project's and Work Order Cost outbound to Peoplesoft

## Data Conversions

Data will need to be converted from multiple legacy sources

## 6.2 Key Assumptions

1. The Commonwealth will provide a minimum of three hours of participation for each hour of IBM consulting time.
2. The Commonwealth will provide a minimum of three dedicated full time resources to the project.
3. IBM will have access to Commonwealth facilities as required with reasonable notice.
4. IBM will provide the following Tririga software:
  - a. 100 concurrent user licenses for Enterprise 8i DTO
  - b. 7 user licenses for Cad Integrator
  - c. 1 user license for Cad Sniffer
  - d. 1 user license for Application Builder
  - e. 1 (100 user) concurrent license for Crystal Reports
  - f. 1 (100 user) concurrent license for employee self-service
  - g. 100 concurrent user licenses for Tririga Viewer
  - h. 25 names user licenses for Mobile Facility Center
5. The Commonwealth will be responsible for performing data cleansing, manual data entry and supplying missing data elements required to effectively operate the new system.
6. The Commonwealth will be responsible for the conversion of paper records to electronic format.
7. The Commonwealth and IBM will jointly perform data mapping, identify translation parameters and develop data migration business rules.

## 6.3 IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

### 6.3.1 Solution Implementation

Identified below are the specific activities to be performed.

Commonwealth of Virginia PPEA Project IBM Responsibilities			
Activity	Activity Description	Lead	Assist
<b>Phase 1 Reengineering – Requirements definition</b>			
Capture/Review DGS major	Define Major Business Objectives :	IBM	CoVA

Commonwealth of Virginia PPEA Project IBM Responsibilities			
Activity	Activity Description	Lead	Assist
Business Objectives	<ul style="list-style-type: none"> <li>Review existing documentation</li> <li>Confirm via meeting</li> <li>Document Major Business Objectives</li> </ul>		
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
Product Demonstration	Develop and load presentation environment: <ul style="list-style-type: none"> <li>Prepare Presentation Plan and Environment</li> <li>Load DGS Data</li> <li>Present/Review Functionality</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed.			
Identify required external data sources	Identify Data and Interface requirements . <ul style="list-style-type: none"> <li>Review Data Requirements</li> <li>Review Interface Requirements</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the timeline defined in the Proposed Project Plan has elapsed..			
System Requirements Assessments	Identify and define System Requirements <ul style="list-style-type: none"> <li>Define Non Functional Requirements</li> <li>Define System Requirements</li> </ul>	IBM	CoVA
Requirement Definition	Conduct sessions to identify work flow process <ul style="list-style-type: none"> <li>Conduct Joint Requirements Definition Session</li> <li>Identify and define work flow process</li> <li>Identify and document gaps</li> </ul>	IBM	CoVA
Document and Review	Review and Prepare final Requirements document <ul style="list-style-type: none"> <li>Prepare draft Requirements Document</li> <li>Review Document with Commonwealth</li> </ul>	CoVA	IBM
Completion Criteria: This activity will be complete when the Requirements Definition Document has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
<b>Reengineering and Requirements Phase Completion Criteria:</b> This phase will be complete when the Requirements Definition documents has been delivered to and accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2.  Deliverable Materials  The content of the Reengineering and <b>Requirements Definition Document</b> is a compilation of the findings of the first phase of Tririga FacilitiesCenter 8i consisting of the following areas: <ul style="list-style-type: none"> <li><u>Requirements Definition</u> – initial assumptions pertaining to the solution being implemented. This consists of high level gaps and how they will be resolved, and assumption regarding enterprise data standards , work flow processes and system requirements.</li> </ul>			
<b>Solution Phase</b>			
Project Initiation	<ul style="list-style-type: none"> <li>Project Kickoff</li> <li>Team Introductions</li> <li>Define Roles and Responsibilities</li> <li>Update Project Schedule</li> </ul>	IBM	CoVa
Completion Criteria: This activity will be complete when the Project Schedule has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
IT Infrastructure	<ul style="list-style-type: none"> <li>Populate IT sizing worksheet</li> <li>Review for Recommendation</li> <li>Develop compatibility Matrix</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the IT Hardware Sizing, Compatibility Matrix and Hardware Purchase recommendations has been accepted by the CoVA Project Manager in accordance with the Deliverable			

Commonwealth of Virginia PPEA Project IBM Responsibilities			
Activity	Activity Description	Lead	Assist
Review Procedures in Appendix B-2			
Detail Design	Conduct Application Overview for Domain Teams: <ul style="list-style-type: none"> <li>Portfolio Review</li> <li>Application Data Review</li> <li>Formulate Testing Strategies</li> <li>Update Project Schedule</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the BPA/Gap Documentation final has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Technical Design	Conduct 3 working sessions for Environment Configuration: <ul style="list-style-type: none"> <li>Review Gaps and Detail Requirements for each domain.</li> <li>Design user experience</li> <li>Design Report Requirements</li> <li>Design Web Focus Interface</li> <li>Post Design Activity</li> <li>Create Technical Design for each Domain.</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Detailed Design has been delivered to and accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Deliverable Materials: <ul style="list-style-type: none"> <li>Technical Design Document</li> <li>Interface Design Document</li> <li>Reports Design Document</li> </ul>			
Development	Develop the data conversion programs, package extension programs, reports and interfaces identified in the Design phase. <ul style="list-style-type: none"> <li>Develop data conversion programs that will be used to extract, manipulate, and transfer CoVA data from their legacy system(s) to Tririga FacilitiesCenter 8i and document any manual procedures for data conversion and load.</li> <li>Document procedures for unit testing each of the data conversion programs and the manual load procedures, preparation of the testing environment, unit testing of the data conversion programs, and unit testing of the manual data conversion procedures.</li> <li>Develop end user Experience for each Domain</li> <li>Develop custom -developed package extensions or enhancements, reports, enhancements to reports, interfaces (inbound and outbound)</li> <li></li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when Beta (Test) System has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Testing	<ul style="list-style-type: none"> <li>Test Environment Configuration</li> <li>Build and Test Data Test Scripts</li> <li>Build and Test Interface Scripts</li> <li>Conduct Core Team Acceptance Test</li> <li>Conduct User Acceptance Test</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when Beta (Test) System has been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
End User Training	Create materials that will be used for CoVA end user training: <ul style="list-style-type: none"> <li>Develop Training Plan</li> <li>Create Train the Trainer Documentation</li> <li>Develop student participant guides with workflows, scenarios and exercises.</li> <li>Customer Initiates end user Training.</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Training Plan and Train the Trainer Documentation have			

Commonwealth of Virginia PPEA Project IBM Responsibilities			
Activity	Activity Description	Lead	Assist
been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Deployment	Create Production Environment <ul style="list-style-type: none"> <li>• Move Solution to Production Environment</li> <li>• Connect Interfaces to Production System</li> <li>• Complete Migration of legacy data to Production Environment</li> <li>• Sign off on Production System</li> </ul>	CoVA	IBM
Completion Criteria: This activity will be complete when the Production System , Go-live Authorization Report have been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			
Post Deployment	<ul style="list-style-type: none"> <li>• Project Review</li> <li>• Hold Post Production Assessment meeting.</li> <li>• Compile Final Project Report with Solution Details and IT Configuration</li> <li>• .</li> </ul>	IBM	CoVA
Completion Criteria: This activity will be complete when the Project Close Out Documentation and Lessons Learned Document have been accepted by the CoVA Project Manager in accordance with the Deliverable Review Procedures in Appendix B-2			

### 6.3.2 Key Deliverables

Identified below are key deliverables:

- Project Plan
- Monthly Status Report
- Requirements Definition
- Hardware Purchase Recommendations
- BPA/Gap Documentation
- Detailed Design Document
- Test Plan
- Training Plan
- Go-Live Authorization

## 6.4 Commonwealth of Virginia Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of the Commonwealth's management and personnel.

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. The Commonwealth is responsible for the control of all the Commonwealth's responsibilities. IBM performance is predicated upon the following responsibilities being fulfilled by the Commonwealth as scheduled in the IBM Project Plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix B-1 Project Change Control Procedure.

### 6.4.1 Commonwealth of Virginia Project Manager

Prior to the start of this project, the Commonwealth will designate a person as the Commonwealth Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of the Commonwealth in all matters regarding this project. The Commonwealth Project Manager's responsibilities include:

- Manage the Commonwealth 's personnel and responsibilities for this project
- Serve as the interface between IBM and all the Commonwealth 's departments participating in the project
- Administer the Project Change Control Procedure with the IBM Project Manager

- Participate in project status meetings
- Obtain and provide information, data, and decisions within three working days of IBM's request unless the Commonwealth and IBM agree in writing to a different response time
- Review Deliverable Materials submitted by IBM in accordance with Appendix B-2: Deliverable Materials Acceptance Procedure
- Resolve deviations from the estimated schedule, which may be caused by the Commonwealth
- Help resolve project issues and escalate issues within the Commonwealth 's organization, as necessary
- Review with the IBM Project Manager any Commonwealth invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix B-1.

#### **6.4.2 Development and Production Environments**

The Commonwealth will provide the infrastructure required for the project including:

- Setting up, operating and maintaining development environments (e.g., hardware, operating system, database system, database tools and network configuration) that support the project schedule and tasks
- Setting up, operating and maintaining the production environment (e.g., hardware, operating system, database system and network configuration) to support the production instance
- Installing, operating and maintaining all LAN, WAN, and telecommunications facilities
- Installing, operating and maintaining all legacy systems and data
- Constructing security profiles for the development and production environments

#### **6.4.3 Interfaces and Conversions**

The Commonwealth will be responsible for the analysis of the existing systems, and for providing the data from these systems in a manner consistent with the agreed upon design and plan. The Commonwealth will be considered the experts in these systems and will provide knowledge on data structures and design.

The Commonwealth will be responsible for the quality of source data, for making any decisions regarding the cleanliness of data and for any data cleansing that may be required, and for validating any converted data.

#### **6.4.4 Training**

The Commonwealth will schedule all end-user training.

#### **6.4.5 Production Cut-Over**

The Commonwealth will determine that the system is ready for production and approve of the cut-over to production.

Other Commonwealth Responsibilities

The Commonwealth will:

- Ensure that its staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to Commonwealth senior management, as well as any members of its staff to enable IBM to provide the Services. The Commonwealth will ensure that its staff has the

appropriate skills and experience. If any Commonwealth staff fails to perform as required, the Commonwealth will make suitable additional or alternative staff available.

- Provide all information and materials reasonably required to enable IBM to provide the Services. The Commonwealth agrees that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by the Commonwealth.
- Ensure it has appropriate agreements in place with the Vendors and any other third party to enable IBM to perform the Services under this SOW, where the Commonwealth is using or providing IBM with third party information, support or materials for a project including but not limited to, where the Commonwealth is employing other suppliers whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, The Commonwealth will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, The Commonwealth is solely responsible for any third party hardware, software or communications equipment used in connection with the Services.

## **6.5 Deliverable Materials**

IBM will deliver one copy of each of the following Material. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- Project Plan
- Monthly Status Report
- Requirements Definition
- Hardware Purchase Recommendations
- BPA/Gap Documentation
- Detailed Design Document
- Test Plan
- Training Plan
- Go-Live Authorization

## **6.6 Completion Criteria**

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM satisfies the Completion Criteria set forth in Section 6.3 IBM Responsibilities; or
- The Commonwealth accepts the Transition Checkpoint Report; or
- The Commonwealth or IBM terminates the project in accordance with the provisions of the Agreement.

## **6.7 Estimated Schedule**

The Services in this SOW are estimated to be performed in a period of up to 14 months from the agreed upon start date.



ID	Task Name	% mpl	Duration	Start	Finish	ce	sol am												
								1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	COVA Tririga - DGS	0%	301 days?	Tue 1/3/06	Tue 2/27/07														
2	Project Start	0%	0 days	Tue 1/3/06	Tue 1/3/06			1/3											
3	Phase I Reengineering - Requirements Definition	0%	38 days	Tue 1/3/06	Thu 2/23/06														
4	Capture/Review DGS major business Objectives	0%	6 days	Tue 1/3/06	Tue 1/10/06														
8	Product Demonstration	0%	10 days	Wed 1/11/06	Tue 1/24/06														
12	Identify required external data sources	0%	7 days	Wed 1/25/06	Thu 2/2/06														
15	System Requirements Assessment	0%	5 days	Fri 2/3/06	Thu 2/9/06														
18	Requirements definition	0%	10 days	Fri 2/10/06	Thu 2/23/06														
22	Document and Review	0%	4 days	Mon 2/20/06	Thu 2/23/06														
26	Phase I Complete	0%	0 days	Thu 2/23/06	Thu 2/23/06	2%		2/23											
27	Phase II - Solutioning	0%	263 days?	Fri 2/24/06	Tue 2/27/07														
28	Begin Phase II	0%	1 day?	Fri 2/24/06	Fri 2/24/06	2%													
29	Project Management	0%	260 days	Mon 2/27/06	Fri 2/23/07														
32	IT Infrastructure Preparation	0%	18 days	Fri 2/24/06	Wed 3/22/06														
40	Phase II Initiation	0%	1 day	Mon 2/27/06	Mon 2/27/06														
50	Detailed Design	0%	91.29 days	Tue 2/28/06	Wed 7/5/06														
104	Development	0%	62 days	Thu 6/29/06	Mon 9/25/06														
126	Testing	0%	55.21 days	Fri 9/15/06	Fri 12/1/06														
144	Training	0%	57.5 days	Thu 10/12/06	Mon 1/1/07														
153	Deployment	0%	11.5 days	Mon 1/1/07	Tue 1/16/07														
162	Post Deployment	0%	30 days	Wed 1/17/07	Tue 2/27/07														
170	Project Complete	0%	0 days	Fri 1/26/07	Fri 1/26/07	6%													

## 7.0 Application Maintenance Operations

### 7.1 Project Scope

During the Term of this SOW, IBM agrees to provide Application Maintenance and Support Services to the Commonwealth of Virginia. These Services will be provided for the set of the Commonwealth's current legacy applications listed in Appendix D – Application Portfolio, in addition to the new applications identified as part of this SOW, as modified from time to time under the terms of the Agreement.

#### 7.1.1 Application Services

IBM shall provide the following Application Services:

##### Maintenance and Support:

Maintenance and Support defines the specific IBM services, functions and responsibilities required to provide on-going support services, as defined in this SOW. Maintenance can be further defined as corrective, preventive, adaptive and optimization services. Support can be further defined as implementation support, monitoring and reporting, testing, estimating, budgeting, train-the-trainer training, application documentation, project management and technical support for Commonwealth end users.

##### ERP Development and Maintenance Center:

IBM will create an ERP development and maintenance center that will become a shared service center to serve State and Federal Government agencies. This center will be located in Virginia to provide support to the Commonwealth for their existing legacy package applications as well as for new ERP applications that may be developed over the Term of this SOW.

#### 7.1.1.1 Application Maintenance Services

##### 7.1.1.1.1 Corrective Maintenance

IBM will repair defects to enable Applications in the Commonwealth's environment to provide the functionality that would be provided but for such defect(s) and to meet applicable Service Levels. Full recovery of such application(s) is to be completed by IBM unless otherwise approved in writing.



advance by the Commonwealth. Appropriate Severity Codes shall be used to categorize maintenance requests.

Upon identification of a Severity Level 1 problem a root cause analysis will be performed. The purpose of the analysis will be to allow IBM and the Commonwealth to understand the causes and potential causes of the problem and the issues related to the problem. The analysis will be performed and an action plan will be prepared by IBM for the Commonwealth within seven Business Days after the occurrence of the problem. This action plan will be subject to the written approval by the Commonwealth and will be implemented by IBM promptly upon such approval.

IBM will perform root cause analysis for Severity Level 2 and recurring Level 3 problems as required by the Commonwealth, including, if applicable, raising the Severity Level of the problem.

#### **7.1.1.1.2 Preventive Maintenance**

IBM will perform preventive maintenance to cover the events that could adversely impact Applications in the Commonwealth's environment, such as:

1. changing business volumes
2. special testing for approaching events such as:
  - a. public holidays;
  - b. end of financial year;
  - c. end of calendar year; and
  - d. daylight savings.

#### **7.1.1.1.3 Adaptive Maintenance**

Application performance, for end users or otherwise, will not be adversely affected by changes related to Applications interfacing, the introduction or implementation of new Applications, or any changes to the Commonwealth IT environment. The following activities, among other activities, may require Adaptive Maintenance, which will be performed by IBM as directed by the Commonwealth:

1. upgrades, bug fixes and updates of and for operating systems software;
2. new/changed equipment; and
3. introduction, installation or implementation of new versions of Applications or supporting software.

#### **7.1.1.1.4 Optimization Maintenance**

IBM will, on an ongoing basis, monitor and report on system and Application performance and perform performance tuning to enhance such systems, with particular focus on areas such as:

1. system CPU;
2. storage space; and
3. response time.

#### **7.1.1.1.5 Implementation Support**

IBM will package Commonwealth Application changes into suitable Commonwealth-approved releases by Application, as requested and approved in advance by the Commonwealth. Third Party Software versions, upgrades and patches for Third Party Software maintained by IBM will be applied as requested and approved in advance by the Commonwealth. IBM will manage and track changes of Software versions, using both electronic and manual means, and will make such information available to the Commonwealth upon the Commonwealth's reasonable request. Changes made by IBM will not

adversely affect the Commonwealth IT environment or related Applications impacted by a change. Regularity of releases will be as proposed by IBM or as requested by the Commonwealth in consultation with IBM, subject to the Commonwealth's approval. Releases will occur pursuant to the Change Management Procedure and Services detailed in the Policies and Procedures Manual.

IBM will follow its standard processes and procedures to provide applications support and maintenance services with minimal disruption to the Commonwealth's business. Actions IBM will take to provide limited disruption include:

1. use proven systems engineering processes in the implementation of changes, including appropriate levels of testing, quality assurance reviews, rigorous change control, post implementation support and back-out procedures;
2. take into account sensitivity to and awareness of the Commonwealth's special business requirements when planning application implementations. Special business requirements include critical business cycles, weekends and holidays, regional priorities;
3. provide clear and consistent communications with the business throughout each implementation cycle to minimize any "surprises". Good communications is accomplished using techniques such as regular user community meetings, release management meetings with regular communications, and detailed cutover plans;
4. utilize project management in accordance with IBM's proven project management methodology, including shared planning with the Commonwealth to create a clear understanding and a comfort level with the proposed changes, and involvement of the Commonwealth in each phase to help manage time appropriately for test case development, training classes and procedure and workflow changes; and
5. use release management techniques as described above.

#### **7.1.1.1.6 Technical End User Support**

IBM will provide technical assistance regarding Application processes and tools, to achieve optimal performance. IBM will provide Level 2 and Level 3 technical assistance for end users, and other entities designated by the Commonwealth. Service Level-related services (problem classification, response threshold, severity, etc.) are managed and tracked through the Commonwealth's Level 1 Help Desk, which hands off Application problems to IBM Level 2 as appropriate.

#### **7.1.1.1.7 Monitoring and Reporting**

IBM will provide ongoing surveillance, tracking, escalation, resolution and reporting of Application problems. IBM will:

1. define an ongoing process for monthly reporting to the Commonwealth of Application problems;
2. provide to the Commonwealth at quarterly intervals, an electronic copy of a consolidated list of Applications being maintained in relation to the Agreement, including applicable related information; and
3. supply to the Commonwealth, at quarterly intervals, a detailed consolidated list of Maintenance Projects in process.

#### **7.1.1.1.8 Estimating and Budgeting**

Upon IBM's receipt of a Service Request from the Commonwealth, IBM will acknowledge receipt, promptly conduct a high level review, and will provide time and resource estimates to complete the request.

#### **7.1.1.1.9 Application Project Management**

IBM will apply its proven project management techniques to the management of application maintenance projects for the Commonwealth. These techniques will enable IBM to plan, control, track and report project and time data for in-scope tasks, activities and projects managed and staffed by IBM.

#### **7.1.1.1.10 Application Documentation**

IBM will provide application documentation services for in-scope applications. IBM will:

1. document Applications modified by IBM including preparation of Web based and electronic computer based documents;
2. create and update end user documentation, subject to the Commonwealth's review;
3. update user reference manuals and publish them regularly;
4. identify, document and propose improvements;
5. create and update Application support documentation and reference manuals with specifications, data models, logic and data flows, database schemas and design, input output specifications, including meta data; and
6. provide scripts to the Commonwealth's Help Desk to aid in Level 1 problem determination.

#### **7.1.1.1.11 Application Testing**

IBM's application testing support includes:

1. developing and documenting test processes and procedures for the delivery of Application Maintenance Services, subject to the review and approval of the Commonwealth;
2. maintaining software quality consistent with agreed to standards;
3. identifying best quality practices and informing the Commonwealth of these practices;
4. implementing and managing test processes and procedures for the delivery of Application Maintenance Services, including processes to measure effort, size, schedule and quality;
5. performing application quality assurance reviews; and
6. providing support for end user acceptance testing including:
  - a. development of test plans, test files and acceptance criteria with the Commonwealth's assistance and approval;
  - b. perform end user acceptance testing for Applications that are modified by IBM with the Commonwealth's assistance;
  - c. define and communicate required end user resources, duration and schedules;
  - d. develop test cases for end user acceptance testing with the Commonwealth's assistance; and
  - e. record and report end user acceptance testing results to the Commonwealth.

#### **7.1.1.1.12 Training**

IBM will provide training services with respect to modified Applications implemented by IBM, as appropriate. Delivery methods offered for training are "train the trainer" and computer based training, in each event subject to the Commonwealth's approval. Training services are provided to the Commonwealth's IT professionals who are targeted to provide end user training.

### 7.1.1.2 ERP Development and Maintenance Center

IBM is currently in the process of selecting a site in which to locate offsite development and maintenance of package Enterprise Applications. Sites have been considered in both Maryland and Virginia. Given the timing of this project and the fact that this site can also be used to serve the Commonwealth of Virginia on this project, this site will be located in Virginia and not Maryland. The location of this site in Virginia will allow IBM to grow its employment in the Commonwealth as the number of federal agencies needing Enterprise Applications increases.

### 7.1.2 Project Approach

IBM's solution approach is to create an enterprise application maintenance organization for the Commonwealth; an approach that yields a centralized maintenance structure as compared to the distributed, agency-specific model in use today. This model enables enhanced resource utilization, yielding greater organizational efficiencies that facilitate future investment into development and maintenance of new enterprise applications.

IBM will assume responsibility for maintenance and support for the Commonwealth's current legacy application portfolio as described in Appendix D in addition to the new applications identified as part of this SOW. This consists of the complete set of legacy applications for the Commonwealth, except for the eVA procurement application, and the new applications introduced into the Commonwealth environment as described in this SOW. Support will be provided through a combination of staff hired from the Commonwealth, additional IBM infused resources - both short and long term subject matter experts, and transition resources. To support this staffing model, IBM will make offers to the 89 Commonwealth employees who are currently performing application maintenance for the in-scope applications.

IBM's operational approach is based on our broad Application Development and Maintenance (ADM) managed services experience. It was developed through an examination of the Commonwealth's application portfolio, projects and development processes, in the overall context of the Commonwealth's business requirements and the challenges facing governmental businesses. This examination resulted in a solution with three major components that form the base for IBM's delivery of consistent, reliable and cost effective application support to the Commonwealth user community, and provide for ongoing support in areas key to the Commonwealth's business. These activities, in combination, will:

- complete the transfer of work from the Commonwealth to IBM;
- transition Commonwealth-hired employees to IBM; and
- establish the delivery model for ongoing service delivery.

These components – Workload/Staff Transition, Process Transformation and Steady State, along with the supporting tools and projected resources, are described below.

#### 7.1.2.1 Workload/Staff Transition

IBM's Transition involves the movement of workload and staff from the Commonwealth to IBM while maintaining a steady state of service delivery for the Commonwealth. Pre-planning activity for this Transition begins prior to contract start to enable Commonwealth hired staff to be on board at contract start, as well as an initial Transition plan to be created jointly between the Commonwealth and IBM to drive the corresponding Transition activities.

Staff Transition involves the processes related to the employee hiring process as well as the cultural change activities to assimilate newly acquired staff into IBM. As part of this process, IBM introduces the new employees to IBM's HR-related processes and procedures, using multiple media to ease the assimilation of the new staff into the IBM culture. IBM's transition team, in conjunction with IBM's management team, assists in implementing the professional development program to establish performance plans, skill assessments and career development plans for each new IBM employee.

Workload Transition, occurring in parallel with Staff Transition, focuses on transitioning the application portfolio and in-progress projects to IBM. Major activities occurring during this Transition address the Interim Service Plan, Logistics, Communications, Knowledge Transfer and Process Transformation Planning.

The Interim Service plan focuses on supporting the new delivery organization by implementing key processes and metrics that comply with contract requirements. Service Request Management and Time Accounting are required to validate effort spent on the in-scope work types. IBM's Transition team works with Commonwealth staff to finalize Problem and Change Management processes and create a Policies and Procedures Manual. The Metrics Management Framework is used to implement a core set of ADM metrics, processes and tools. This demonstrates that IBM has assumed management control of ADM delivery and establishes the methodology and processes for a measurement period that will form the basis of contractual service levels. Other tasks focus on validating assumptions and managing risks in the area of contract schedules, resources, applications, in-progress projects and the maintenance environment. To establish a project management focused environment, IBM's Application Management Services (AMS) Management System and a Project Control Book are installed.

The Logistics activities provide each IBM employee a connection to the IBM network. This connection is used for Lotus Notes e-mail and access to the IBM intranet. It is critical that the new team be connected to the IBM network so they can begin to leverage the HR and application tools available to employees. A solution for desk side support and a technical refresh of desktop equipment is also implemented.

The Communication activities provide the ADM delivery team with an organization communication plan and the implementation of the process, provides the people with critical thread reviews, a core component of the Metrics Management System. The communication plan describes to whom information flows, and what methods and tools are utilized to disseminate various types of data. Reviews occur regularly at each level of management to validate that project and program activities are proceeding according to the plans and schedules. Each review is supported by both a consistent agenda and measurements appropriate for the management level and account maturity.

Knowledge Transfer activities involve the training and mentoring activities related to enabling new support staff to assume responsibility for maintenance and support for the in-scope applications. Since the in-scope application portfolio and associated support activities are familiar to IBM, and Commonwealth-hired applications support staff will be part of the support team, this activity can occur quickly and with minimal disruption. It will involve activities such as job shadowing, mentoring, formal and informal training sessions, and the creation and/or update of associated training materials (e.g. application technical documentation, user guides, help text/scripts, training session recordings). This will be a formal process that will progress from new support staff watching application support tasks being performed to performing these tasks with assistance, to performing these tasks independently; finalizing with joint verification that knowledge has been successfully transferred.

The Process Transformation planning activities provide the steps necessary to start a process transformation project. The senior Transformation project manager performs the steps necessary to create a gap analysis between the Commonwealth's process environment and the AMS Standard Delivery Framework, IBM's integrated release package of core methodologies and tools, and determine the initial work profile framework.

#### **7.1.2.2 Process Transformation**

Process Transformation involves the activities that will establish a common set of processes across the ADM team. These processes will establish the framework for consistent service levels, common methodologies and processes for activities related to the provision of ADM services based on IBM's Standard Delivery Framework and SEI's CMMI® standards, and common project management

techniques based on PMI principles. At the conclusion of this phase, IBM staff working on the Commonwealth account will be consistently using SEI CMMI<sup>®</sup> Level 3 processes.

### 7.1.2.3 Tools

IBM's solution includes provisions for the deployment of specific software tools in support of the processes and procedures that we expect to deploy at the Commonwealth. These tools are used on a worldwide basis by IBM to achieve consistency and maximum flexibility of personnel. The following highlights key tools included in our solution.

#### 7.1.2.3.1 Standard Delivery Framework

IBM's processes and methodologies are represented by its Standard Delivery Framework (SDF), a framework that is built upon IBM's experience delivering application development and maintenance to many clients, and is backed by an organization of experts and a continuous improvement process. The IBM SDF components work together to satisfy and exceed the Software Engineering Institute's Capability Maturity Model Integration (SEI CMMI<sup>®</sup>) Level 3 requirements, and ISO-9000 service management standards.

Key components of SDF include:

- IBM Global Services Method, IBM's Life Cycle Methodology;
- Worldwide Project Management Methodology (WWPMM), IBM's methodology for project management that is based on the Project Management Institute's (PMI's) principles;
- Application Management Services Management System (AMS MS), IBM's extensive repository of process assets;
- The Metrics Management Framework for implementing a measurement system;
- Software Quality Assurance, IBM's Worldwide Quality Assurance processes that satisfy CMMI<sup>®</sup>'s product and process quality assurance process area; and
- ADM Transition/Transformation Methodology for movement of work from the Commonwealth to IBM as well as process implementation and continuous process improvement.

#### 7.1.2.3.2 IBM Services Connection

IBM's approach to delivery of service-related metrics consists of a single web-based portal that enables the Commonwealth to access IBM service performance information on demand, using an approach that is customized to your environment. This capability is delivered through IBM Services Connection, a portal that provides up-to-date information to keep the Commonwealth's IT services aligned with current business needs and to make strategic business decisions. It puts essential information at your fingertips 24x7, while it improves communication and reduces direct demands on the IBM account team.

The portal's Web-based interface provides a highly scalable, single point of entry so that the Commonwealth can monitor its environment at any time, eliminating the need to access multiple tools, Web sites and hardcopy reports to obtain the information needed to understand the health of your environment. IBM Services Connection, built with IBM WebSphere portal, offers a consistent look and feel, presenting information in an easy-to-read dashboard environment. It provides a summary of how well IBM is meeting its service level commitments, and also provides the ability to drill into detailed data by service level to show how well IBM is meeting its targets on a month-by-month basis.

In an ADM environment, IBM Services Connection provides centralized access to Commonwealth-specific performance metrics regarding the application services being provided. It supports the set of standard metrics that ADM provides to view as a base set within its Metrics Management Framework across the categories of cost and schedule, client, process, productivity and output, and quality, as well as Commonwealth-specific metrics included as part of service level commitments. This information is



provided in multiple layers, starting with a snapshot of key performance areas. Each performance area can then be queried in greater detail, and at multiple levels, enabling a thorough analysis of each performance area and the underlying data.

#### **7.1.2.3.3 Rational Portfolio Manager**

IBM uses IBM Rational Portfolio Manager (RPM) to support the use of project management methods, processes and procedures in the planning and execution of projects. RPM offers a data repository and a common document filing system for project data and documents. Information is entered into the repository by the people performing the work, and it is made available to others as their needs dictate. The RPM functions are designed to serve the main stakeholders of a project:

- For Project Managers to plan, track and control projects;
- For Project Team Members to access relevant standards, procedures and other documents;
- For Project Team Members to receive their assignments and to report their progress;
- For Project Executives to maintain awareness of the status of projects in their area of responsibility; and
- For Resource Managers to effectively manage the resources within their area of responsibility.

This tool serves as the mechanism to implement IBM's WWPPMM. Project managers have access to project planning templates that specify a work breakdown structure and contain work product descriptions, task descriptions and technique papers, enabling customization of the methods and tools for specific client and project requirements.

#### **7.1.2.3.4 Other Tools**

IBM will deploy additional tools for usage in application maintenance and support activities. These tools include:

- Rational Suite for support of the full lifecycle process; this tools package includes the following:
  - Rational ClearCase
  - Rational ClearQuest
  - Rational RequisitePro
  - Rational TestManager
  - Rational SoDA
  - Rational Project Console
  - Rational Unified Process
  - Rational Rose
  - Rational PurifyPlus
  - Robot
- WebSphere Business Integration to allow applications to be connected so that they can exchange information, leveraging and extending existing enterprise architecture, adding functions and increasing value.
- eEnterprise Systems Management (eESM) for implementation of systems management processes and controls across the components of IBM's solution.

#### **7.1.2.4 Steady State**

The purpose of the Steady State Phase is to provide consistent, reliable and cost effective application support to the Commonwealth user community as defined during the Transition Period. Support will be provided according to the defined service levels and measurement criteria established during Transition, and validated during Transformation. During the Steady State Phase, IBM will monitor operating results for planned Service Level Objectives.

IBM's staffing model assumes usage of a distributed team that is both onsite at several of the Commonwealth's Richmond, Virginia locations, and at IBM's offsite delivery center in Fair Lakes, Virginia (IBM's ERP Development and Maintenance Center as described above). The team is distributed in order to gain both the communication advantages of client co-location, and the cost advantages of resource pooling in a shared services center. IBM has assigned experienced professionals to key positions within the organization who have the experience, industry perspective and application knowledge to manage and execute the Commonwealth's application maintenance and support workload. These IBM infused staff will be integrated with Commonwealth-hired staff that brings critical business skills and application knowledge, creating a strong team that can deliver reliable, consistent and continuously improved service to the Commonwealth.

Processes and procedures introduced and institutionalized during IBM's Transition and Transformation phases described above will result in the following set of key values to the Commonwealth:

- Reduced ongoing maintenance costs by implementation of consistent processes, elimination of unauthorized work, and establishment of a work environment that drives innovation and enhanced productivity;
- Improved IT services with service levels, guaranteeing delivery excellence in the key areas of quality, productivity and responsiveness;
- An on-demand staffing model to enable increased staffing flexibility and overall reduction in resources required to maintain Commonwealth's legacy application portfolio;
- Access to IBM's global resource pool for specialized skills that are relevant to the Commonwealth's application environment;
- An efficient, predictable financial model through creation of a highly effective management system delivering significant productivity and operational cost improvements;
- A framework which facilitates effective investment of IT funds realized from maintenance staff reductions into development and maintenance of new enterprise applications; and
- Mitigated risk by utilization of IBM's shared services capability for staffing key ERP skills.

### 7.1.3 Project Resources

The following is the projected staffing for Application Maintenance and Support Services for in-scope legacy applications for the Term of the contract. Monthly staffing is provided through yearend 2006 with average staffing provided for the remaining years of the contract; note that the final contract year is 11 months. Resources are specified in FTEs where an FTE is equivalent to 1986 hours/year.

#### 7.1.3.1 Monthly Staffing

The following table represents the monthly staffing, in FTEs for the first 13 months of the contract.

Contract Month	Dec 2005	Jan 2006	Feb 2006	Mar 2006	Apr 2006	May 2006	Jun 2006	Jul 2006	Aug 2006	Sep 2006	Oct 2006	Nov 2006	Dec 2006
FTEs	29.26	130.15	130.15	123.75	123.75	123.75	123.75	123.75	123.75	123.75	123.75	123.75	129.16

#### 7.1.3.2 Annual Staffing

The following table represents the average annual staffing, in FTEs for the remaining 71 months of the contract.



Contract Year	2007	2008	2009	2010	2011	2012
FTEs	121.74	112.79	107.36	102.36	97.75	94.00

## 7.2 Key Assumptions

IBM's solution is based on the following assumptions, in addition to IBM and Commonwealth of Virginia Responsibilities specified in Sections 1.3 and 1.4 of this SOW. Deviations that arise during the Term of the SOW will be managed through the Project Change Control Procedure described in the Policies and Procedures Manual, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. If an assumption deviation is not resolved through the Project Change Control Procedure within 30 days then the issue will be resolved in accordance with the Escalation Procedure defined in the Policies and Procedures Manual.

1. Application Maintenance staff will reside at Commonwealth facilities in Richmond, Virginia or IBM facilities in Virginia.
2. IBM will make offers of employment to the Commonwealth's staff of 99 responsible for legacy application maintenance, and will supplement this staff with IBM heritage staff and subcontractors as required.
3. Throughout the execution of IBM's Transition process, IBM will have access to, and the assistance of, required Commonwealth and Third Party personnel to perform knowledge transfer activities. Commonwealth retained and Third Party personnel would be expected to perform their current work responsibilities and assist in the knowledge transfer to IBM employees.
4. Service Levels will be established and validated during a 180 day Measurement Period that will commence upon completion of the Transition Period.
5. The Commonwealth will obtain required consents necessary to allow IBM to access the applications, tools and systems that support the in-scope services, at no cost to IBM.
6. IBM processes will be used for Application Maintenance and Support activities, and will be interfaced to Commonwealth processes as appropriate.
7. Commonwealth staff hired by IBM will bring their workstation equipment with them; it will be refreshed by IBM on the IBM refresh schedule.
8. The Commonwealth is responsible for actual costs for customer/project-mandated travel. Travel will be authorized by the Commonwealth and be billed according to the Commonwealth's guidelines.
9. Hours of operation will be standard business hours: Monday to Friday from 8:00 am to 5:00 pm local time, unless otherwise agreed to by IBM and the Commonwealth.
10. IBM requires up to thirty days to ramp up IBM resources after contract signature date.
11. IBM may use proprietary tools to perform IBM Responsibilities in this document. These tools remain the property of IBM.
12. IBM will provide support for interfaces with the in-scope applications. IBM will support the receiving portion of an inbound interface and the transmitting portion of an outbound interface. The Commonwealth will retain support responsibility for the originating system on an inbound interface and/or the receiving system of an outbound interface where that system is not an in-scope application supported by IBM under this proposal.
13. The Commonwealth is responsible for Enterprise Applications functional configurations or master data table maintenance (org chart, trees, allocations etc.), user testing of changes, modifications and enhancements, development of business requirements and reporting.

14. The Commonwealth end users will be supported by the Commonwealth super users for creating ad-hoc Enterprise Applications queries and reports.
15. The Commonwealth will identify a Support Team who will be responsible for providing business assistance and approval support to the IBM Solution Center.
16. The Commonwealth is responsible for hardware and infrastructure to support all applications.
17. When a Service Incident is reported to the Level 2/3 Help Desk and the resolution requires that IBM must contact a vendor to have a vendor problem trouble report opened, IBM will exclude these Service Incidents from the Service Objective reporting. However, IBM will track the progress and provide updates in the Monthly Status Reports.

## **7.3 IBM Responsibilities**

Under this SOW, IBM will assume the following responsibilities:

### **7.3.1 Requirements**

IBM will support the requirements process related to Application enhancements. This activity is composed of the following tasks:

1. assist in the definition of detailed business functional requirements;
2. assist in the definition of initial data requirements;
3. assist in the definition of detailed regulatory changes;
4. assist in the initiation of service requests;
5. recommend impact assessment analyses;
6. estimate service requests;
7. assist in the creation of project requirement reports; and
8. update project requirement reports.

### **7.3.2 Application Maintenance and Enhancements**

IBM will provide Application Maintenance and Support Services to in-scope Applications, consisting of the following tasks:

1. update external design documents for new projects;
2. update internal design documents for new projects;
3. assign and conform to the appropriate application development methodology;
4. produce application code;
5. perform development upgrades;
6. create enhancements;
7. implement regulatory changes;
8. perform logical database design;
9. interface with appropriate vendors for application software fixes in accordance with the license and maintenance agreements between the Commonwealth and the applicable vendor;
10. install and maintain fixes and updates provided by the Third Party vendor(s) as part of normal maintenance service;
11. customize third party packages;

12. provide systems administration support for third party packages;
13. modify technical operations guides;
14. finalize project documentation;
15. perform defect identification;
16. create defect fixes;
17. perform preventive maintenance;
18. perform adaptive maintenance;
19. perform optimization maintenance; and
20. perform root cause analysis for Severity Level 1 and Level 2 problems and recurring Level 3 problems.

### 7.3.3 Application Testing

IBM will provide quality assurance Services related to full life cycle test definition, execution and support. This activity is composed of the following tasks:

1. produce technical test plans and specifications;
2. perform unit and integration testing;
3. perform systems and systems integration testing;
4. assist in the definition of end user acceptance test criteria, test cases and expected results;
5. perform end user acceptance testing; and
6. record and report on end user acceptance testing results.

### 7.3.4 Application Deployment

IBM will provide support for the deployment of Application changes into the production environment, consisting of the following tasks:

1. assist in release planning and scheduling;
2. perform release management and release testing;
3. request promotion of releases into production;
4. support production installation;
5. perform JCL, source code and data conversion/migration from test to production activities;
6. provide post-release support;
7. recommend improvements to the release process; and
8. comply with application installation standards.

### 7.3.5 End User Support

IBM will provide technical support for Commonwealth authorized end users, consisting of the following tasks:

1. respond to ad hoc user inquiries;
2. provide ad hoc reporting; and
3. provide general technical support to authorized end users.

### **7.3.6 Education and Training**

IBM will provide training services for modified Applications consisting of the following tasks:

1. train lead end users, i.e. train the trainers; and
2. assist in the development or modification of training and end user guides.

### **7.3.7 Help Desk Support**

IBM will provide Level 2/Level 3 Help Desk support for calls referred from the Commonwealth's Help Desk for in-scope Applications, consisting of the following tasks:

1. provide Level 2/Level 3 support and associated problem resolution; and
2. provide education and training and support scripts to appropriate Commonwealth Help Desk personnel for significant Application enhancements for in-scope Applications to enable them to perform Level 1 support.

### **7.3.8 Facilities**

IBM will provide facilities management and support responsibilities consisting of the following tasks:

1. for IBM-owned facilities, facilities management activities are IBM's responsibility and are managed by IBM; and
2. for Commonwealth-owned facilities that are populated by IBM staff for purposes of providing the in-scope ADM services, IBM will interact with the Commonwealth facilities management organization for any space and power needs.

## **7.4 Commonwealth of Virginia Responsibilities**

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by the Commonwealth.

### **7.4.1 Requirements**

The Commonwealth will support the requirements process related to Application enhancements. This activity is composed of the following tasks:

1. define detailed business functional requirements;
2. define initial data requirements;
3. specify detailed controls and auditability requirements;
4. specify detailed security requirements;
5. specify detailed data integrity and quality requirements;
6. define detailed regulatory changes;
7. initiate service requests;
8. approve service requests;
9. perform impact assessment analyses;
10. assist in estimating service requests;
11. create project requirement reports;

12. define business justification; and
13. define business constraints.

#### **7.4.2 Application Maintenance and Enhancements**

The Commonwealth will provide support for Application Maintenance and Support Services for in-scope Applications, consisting of the following tasks:

1. assist in updating external design documents for new projects;
2. assist in defect identification; and
3. procure third party packages.

#### **7.4.3 Application Testing**

The Commonwealth will provide support for quality assurance Services related to full life cycle test definition, execution and support. This activity is composed of the following tasks:

1. assist in systems and systems integration testing;
2. define end user acceptance test criteria, test cases and expected results;
3. assist in end user acceptance testing; and
4. assist in recording and reporting on end user acceptance testing results.

#### **7.4.4 Application Deployment**

The Commonwealth will support the deployment of Application changes into the production environment, consisting of the following tasks:

1. perform release planning and scheduling;
2. assist in release management and release testing;
3. install releases into production;
4. perform system security functions; and
5. assist in post-release support.

#### **7.4.5 End User Support**

The Commonwealth will support technical assistance for Commonwealth authorized end users, consisting of the following tasks:

1. assist in responding to ad hoc user inquiries;
2. assist in ad hoc reporting; and
3. assist in providing general technical support to authorized end users.

#### **7.4.6 Education and Training**

The Commonwealth will provide training services for modified Applications consisting of the following tasks:

1. plan for the education and training of Commonwealth employees for current and anticipated projects and releases;
2. develop or modify training and end user guides; and
3. train the end user community.

### 7.4.7 Help Desk Support

The Commonwealth will provide Level 1 Help Desk support for in-scope Applications, consisting of the following tasks:

1. provide Level 1 support and associated problem resolution; and
2. engage IBM Level 2/Level 3 support as required.

## 7.5 Deliverable Materials

### 7.5.1 Type I Materials

IBM will deliver one copy of each of the following Type I Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- None

### 7.5.2 Type II Materials

IBM will deliver one copy of each of the following Type II Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

#### Transition Plan – Deliverable A.7

Tasks required:

- Conduct pre-planning meeting
- Develop HR transition plan
- Develop technical transition plan
- Prepare overall transition schedule
- Complete deliverable package
- Policies and Procedures Manual – Deliverable A.37

Tasks required:

- Work with customer to identify policies and procedures required for working relationship
- Document the identify policies and procedure
- Review with the customer
- Complete final deliverable
- Provide the Policies and Procedures Manual to the Commonwealth Project Manager for review and acceptance
- Project Control Book – Deliverable A.38

Tasks required:

- Set up PCB outline
- Complete each section as appropriate
- Verify all sections complete
- Complete deliverable package
- Provide the Project Control Book to the Commonwealth Project Manager for review and acceptance

- Monthly Status Report – Deliverable A.1  
Tasks required:
  - Document all activities performed for reporting period
  - Document activities planned for next reporting period
  - Prepare Project Change Control summary
  - Document all problems, issues and concerns
  - Complete deliverable package
  - Provide the Monthly status report to the Commonwealth Project Manager for review and acceptance
- Projects In-Process Report – Deliverable A.39  
Tasks required:
  - Prepare list of projects in progress
  - Obtain status on each project
  - Document current information on each project
  - Complete deliverable package
  - Provide the Quarterly Projects In-Process Report to the Commonwealth Project Manager for review and acceptance
- End User Acceptance Test Report – Deliverable A.36  
Tasks required:
  - Complete end user Acceptance tests
  - Compile test results
  - Prepare report based specifications outlined in test plan
  - Review with customer
  - Complete deliverable package
  - Provide the end user Acceptance Test Report to the Commonwealth Project Manager for review and acceptance
- Application Inventory – Deliverable A.35  
Tasks required:
  - Prepare initial list of applications being supported
  - Review list with the customer
  - Update list as required
  - Complete deliverable package
  - Provide the Application Inventory to the Commonwealth Project Manager for review and acceptance

Date	Milestone
11/01/2005	Transition Pre-Planning Start, HR Transition Start
12/01/2005	Contract Start

Date	Milestone
12/01/2005	Technical Transition Start
01/31/2006	Process Transformation Planning Start
02/28/2006	Technical Transition End
03/01/2006	Process Transformation Start
02/28/2007	Process Transformation End
11/30/2012	Contract end

## 8.0 Enterprise Application Integration Services

### 8.1 Project Scope

During the Term of this SOW, IBM agrees to provide Enterprise Application Integration Services to the Commonwealth of Virginia. These Services will consist of designing an ESB (Enterprise Service Bus), installing a message broker, and designing, building, and deploying adapters to the Commonwealth production environment. The message broker will be the first component connected to the ESB and will provide routing, transformation, and logging services to applications that are connected to the ESB. Adapters will be built and deployed that allows legacy applications to connect to the ESB. What adapters are built when in the project schedule will be driven by what applications will need to be connected to the ESB. An evolutionary approach is taken when building the ESB and components will be added and adapters built as needed by the Commonwealth.

#### 8.1.1 Project Approach

IBM's solution approach is to build and deploy a foundation for the ESB by installing Websphere Business Integration Broker as the first component. Adapters will be built based on a prioritized schedule driven by business needs and cost savings.

#### 8.1.2 Project Resources

The projected staffing for Enterprise Application Integration Support Services are 3 FTEs for a duration of 22 months. The FTEs will be a Lead Architect and two EAI Specialists. Since the engagement team is small consisting of only three people the Lead Architect will perform the IBM project management responsibilities associated with this Statement of Work.

##### 8.1.2.1 Staffing

The following table represents the monthly staffing, in FTEs for the first 13 months of the contract.

Contract Month	Dec 2005	Jan 2006	Feb 2006	Mar 2006	Apr 2006	May 2006	Jun 2006	Jul 2006	Aug 2006	Sep 2006	Oct 2006	Nov 2006	Dec 2006
FTEs	0	3	3	3	3	3	3	3	3	3	3	3	3



## 8.2 Key Assumptions

IBM's solution is based on the assumptions specified in Sections 1.3 and 1.4 of this SOW. Deviations that arise during the Term of the SOW will be managed through the procedure described in Appendix B-1 Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. If an assumption deviation is not resolved through Appendix B-1 Project Change Control Procedure within 30 days then the issue will be resolved in accordance with Appendix B-3 Escalation Procedure.

## 8.3 IBM Responsibilities

Under this SOW, IBM will assume the following responsibilities:

### 8.3.1 Installation and Configuration of Websphere Business Integration Message Broker

The purpose of this activity is to accomplish the initial setup and installation of the WBI Message Broker v5.1 software to support the VITA infrastructure. The functional and non-functional requirements provided by VITA will define the implementation requirements. Installation of the operating system and other software tools required to support the application should be installed prior to the start of this activity. This activity is composed of the following tasks:

1. install WBI Message Broker in Development, Test, QA, and Production;
2. configure WBI Message Broker in Development, Test, QA, and Production;
3. complete Installation Verification Report;

**Completion Criteria:** This activity will be complete when:

- |             |  |
|-------------|--|
| <i>IBM</i>  | 1. IBM completed the installation activities and delivered the Installation Verification Report.   |
| <i>VITA</i> | 1. Configured security to allow for the required access to the development and testing environments for IBM project team.<br>2. The hardware and system software environment is installed and verified to meet environment specifications. |

**Work Product:**

*IBM*                      Installation verification report

### 8.3.2 Design, Build, and Deploy Adapters for the Enterprise Service Bus

IBM will provide Application Maintenance and Support Services to in-scope Applications, consisting of the following tasks:

**Activity Description:** The objective of this activity is to design the adapters required for the Commonwealth Enterprise Service Bus. This activity will identify the API, determine appropriate transport protocol, define the structure of the message, and describe the business content of the message. This activity will design any security features required for the interface and exception handling of error messages generated from the interface. This activity is composed of the following tasks

1. analysis of functional and non-functional requirements;
2. determine the appropriate technology to implement the adapter(MQ, Web Services);

3. run test case;
4. deploy adapters to production environment;
5. Prepare an Adapter Design Document.

**Completion Criteria:** This activity will be complete when:

- |             |  |
|-------------|--|
| <i>IBM</i>  | <ol style="list-style-type: none"><li>1. IBM has successfully ran the test case provided by VITA in a test environment.</li><li>2. IBM delivers an Adapter Design Report</li></ol> |
| <i>VITA</i> | <ol style="list-style-type: none"><li>1. VITA deploys code for adapter in a production environment</li></ol>   |

**Work Product:**

- |            |  |
|------------|--|
| <i>IBM</i> | <ol style="list-style-type: none"><li>1. Adapter Design Report</li></ol> |
|------------|--|

## 8.4 Commonwealth of Virginia Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by the Commonwealth.

### 8.4.1 Requirements

The Commonwealth will support the requirements process related to defining the functional and non-functional requirements for the message broker and adapters. This activity is composed of the following tasks:

1. define detailed business functional requirements;
2. define detailed non-functional requirements;
3. define a use case and a test case for each adapter;
4. define initial data requirements;
5. specify detailed controls and audit requirements;
6. specify detailed security requirements;
7. specify detailed data integrity and quality requirements;
8. define detailed regulatory changes;
9. initiate service requests;
10. approve service requests;
11. perform impact assessment analyses;
12. assist in estimating service requests;
13. create project requirement reports;
14. define business justification; and
15. define business constraints.

#### **8.4.2 Application Maintenance and Enhancements**

The Commonwealth will provide support for Application Maintenance and Support Services for in-scope Applications, consisting of the following tasks:

1. assist in updating external design documents for new projects; and
2. assist in defect identification.

#### **8.4.3 Application Testing**

The Commonwealth will provide support for quality assurance Services related to full life cycle test definition, execution and support. This activity is composed of the following tasks:

1. assist in systems and systems integration testing;
2. define end user acceptance test criteria, test cases and expected results;
3. assist in end user acceptance testing; and
4. assist in recording and reporting on end user acceptance testing results.

#### **8.4.4 Application Deployment**

The Commonwealth will support the deployment of Application changes into the production environment, consisting of the following tasks:

1. perform release planning and scheduling;
2. assist in release management and release testing;
3. install releases into production;
4. perform system security functions; and
5. assist in post-release support.

#### **8.4.5 Other Commonwealth Responsibilities**

The Commonwealth will:

1. monitor trends within the government and related industries and work with IBM in developing the Commonwealth's strategic plans for the Enterprise Service Bus;
2. identify opportunities for improvement within the current application set including documenting and prioritizing activities which may result in increased levels of service and/or efficiency; and

### **8.5 Deliverable Materials**

#### **8.5.1 Type I Materials**

IBM will deliver one copy of each of the following Type I Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- None

#### **8.5.2 Type II Materials**

IBM will deliver one copy of each of the following Type II Materials. The content of each Deliverable Material is described in Appendix A – Deliverable Materials Guidelines.

- Project Plan – Deliverable A.21

Tasks required

- Determine Work Breakdown Structure
- Determine dependencies and relationship between tasks
- Determine duration of each task
- Determine resources required
- Provide the Project Plan to the Commonwealth Project Manager for review and acceptance
- Project Control Book – Deliverable A.38
  - Tasks required:
    - Set up PCB outline
    - Complete each section as appropriate
    - Verify all sections complete
    - Complete deliverable package
    - Provide the Project Control Book to the Commonwealth Project Manager for review and acceptance
- Monthly Status Report – Deliverable A.1
  - Tasks required:
    - Document all activities performed for reporting period
    - Document activities planned for next reporting period
    - Prepare Project Change Control summary
    - Document all problems, issues and concerns
    - Complete deliverable package
    - Provide the Project Plan to the Commonwealth Project Manager for review and acceptance
- End User Acceptance Test Report – Deliverable A.36
  - Tasks required:
    - Complete end user Acceptance tests
    - Compile test results
    - Prepare report based specifications outlined in test plan
    - Review with customer
    - Complete deliverable package
    - Provide the end user Acceptance Test Report to the Commonwealth Project Manager for review and acceptance

## 8.6 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM accomplishes the IBM tasks and deliverables described in Section 8.3: IBM Responsibilities and Section 8.5 Deliverables;
- End date as defined in Section 8.7 Estimated Schedule is reached; or
- The Commonwealth or IBM terminates the project in accordance with the provisions of the Agreement.

## 8.7 Estimated Schedule

The Services in this SOW are estimated to be performed in a period of up to 22 months from the agreed upon start date. The estimated duration for the tasks are:

<b>Tasks for WBI Message Broker Installation</b>	<b>Duration</b>
Initial Installation and Configuration	6 Weeks
Build and Unit Test	4 Weeks
Integration and QA Testing	1 Week
QA Testing and Deployment	1 Week

<b>Tasks for each adapter</b>	<b>Duration</b>
Adapter Design	6 Weeks
Build and Unit Test	4 Weeks
Integration and QA Testing	1 Week
QA Testing and Deployment	1 Week

## 9.0 Charges

### 9.1 Charges for Sections 1 through 8

As per section 6.3.1 of this proposal, confidentiality has been granted for this section and has thus been omitted from this redact version of IBM's August 5, 2005 detailed proposal submission to the Commonwealth of Virginia.

## 9.2 Payment Schedule

As per section 6.3.1 of this proposal, confidentiality has been granted for this section and has thus been omitted from this redact version of IBM's August 5, 2005 detailed proposal submission to the Commonwealth of Virginia.

### 9.3 General Pricing Provisions

For IBM personnel that ultimately remain on the assignment for more than one year, or who perform services in countries other than where they are permanently assigned, or in other certain limited situations, there may be an increased tax burden pursuant to home and work jurisdiction tax laws. The Commonwealth of Virginia will be responsible for, and will pay, the increased expenses related to federal, state and local tax assistance provided by IBM to the affected IBM personnel. Application of the appropriate tax rules will be determined by IBM. The charges will be billed, when appropriate, with the travel and living expenses affected and incurred in the performance of the Services detailed in this SOW. In the case of Services performed outside the individual's permanent work country, there may be additional charges as a result of the international assignment program.

The Commonwealth of Virginia is responsible for all current and future taxes assessed on the provision of services received from IBM Global Services. The above prices do not include applicable taxes, if any.

This offer expires in 120 days from submission unless executed by the Commonwealth of Virginia prior to that date or extended, modified, or withdrawn in writing by IBM.

## 10.0 Additional Terms and Conditions

### 10.1 Termination

Either party may terminate this Statement of Work by giving the other party not less than 30 days' written notice. Upon termination, the Commonwealth of Virginia will pay IBM for 1) all Services IBM provides and any Products and Materials IBM delivers through termination, 2) all expenses IBM incurs through termination, and 3) any charges IBM incurs in terminating the Services.

### 10.2 Required Consents

The Commonwealth is responsible for promptly obtaining and providing to IBM all Required Consents necessary for IBM to provide the Services described in this SOW. A Required Consent means any consents or approvals required to give IBM and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products the Commonwealth uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

IBM will be relieved of the performance of any obligations that may be affected by the Commonwealth's failure to promptly provide any Required Consents to IBM

IBM and its subsidiaries shall not be liable to the Commonwealth or indemnify the Commonwealth for any claims of patent infringement, including contributory infringement or inducement to infringe, of any patents owned or licensable now or hereafter by Ronald A. Katz or Ronald A. Katz Technology Licensing, L.P. or by his or its successors or assigns ("Katz Patents").

The Commonwealth agrees to defend IBM and its subsidiaries and its and their employees, officers, and directors against any claim of infringement, including contributory infringement or inducement to infringe, of any Katz Patents related to Products, Services and/or Materials provided by IBM to the Commonwealth under this SOW, alone or in combination with other devices, products, software, services and/or materials whether provided by the Commonwealth, IBM or others, and to pay all damages that a court finally awards or to which the Commonwealth agrees to in any final settlement and any reasonable attorneys' fees and expenses of defense incurred by IBM resulting the reform, provided that IBM:

1. Promptly notifies the Commonwealth in writing of the claim; and
2. Allows the Commonwealth to control and reasonably cooperates with you in the defense of the claim and any related settlement negotiations.



IBM shall not be responsible for determining whether the Commonwealth requires a license to any Katz Patents, obtaining any such license on its behalf, or paying any fees relating to any such licenses.

### **Non-Solicitation of Employees**

The Commonwealth agrees that the Commonwealth will not use the Commonwealth's employees who are involved in the receipt of Services under this project to identify or solicit for employment (either directly or indirectly) employees of IBM who are assigned to this project. This restriction shall apply until the earlier of 12 months following the completion of the Services, or 12 months after the end of the involvement by the individual employee in receiving the Services. This restriction does not prohibit you from giving consideration to any application for employment submitted on an unsolicited basis or in response to a general advertisement or communication of employment opportunities.

## Appendix A: Deliverable Materials Guidelines

One machine-readable copy of each deliverable will be made available to the Commonwealth of Virginia.

### A.1: Monthly Status Report

**Purpose:** IBM will provide Monthly Status Reports advising the Commonwealth's Project Manager of the progress and status of IBM activities worked on during that period. Significant accomplishments, milestones, and problems will be identified.

**Content:** The report, estimated to be up to 3 pages long, will consist of the following, as appropriate:

- Activities performed during the current reporting period
- Activities planned for the next reporting period
- Hours summary
  - Hours originally estimated
  - Hours expended during this reporting period
  - Hours expended to date
  - Estimated remaining hours
- Project change control summary
- Problems, concerns, and recommendations
- Other items of importance

**Delivery:** IBM will deliver one copy of this document in electronic format.

### A.2: Project Blueprint

**Purpose:** The Project Blueprint provides the foundation on which the project will be executed. By defining the project scope within the context of business priorities and by basing the project on a business case, the project sponsors have an opportunity to validate that the project, and the approach by which it will be executed, will indeed lead to the benefits that were envisioned.

**Content:** The deliverable, estimated to be up to 20 pages long, will consist of the following, as appropriate:

Section	Definition
Business overview	Should address organization structure, business imperatives, executive vision and performance needs
Project drivers	Should address opportunities and targets, business case and benefits realization
Organization	Should address the organization landscape, change impacts and risks, change strategy and the communications plan.
Project definition	Should address business and process scope, application scope, RICE scope, architecture design scope, architecture design, project structure, decision processes, project practices, risks, measurement strategy and workplan
Solution definition	Should address the process assessment, process/application gap and data and chart of account assumptions.

**Delivery:** IBM will deliver one copy of this document in electronic format.

### A.3: Solution Blueprint

**Purpose:** The Solution Blueprint provides the foundation on which the business solution, including processes, systems, and organization, will be built, integrated and delivered. The Solution Blueprint portrays an accurate picture of how distinct parts of the solution will come together to support a common project objective, and it brings forth the risks and tradeoffs associated with the design.

**Content:** The deliverable, estimated to be up to 100 pages long, will consist of the following, as appropriate:

Section	Definition
Business	Should address operational model, key business scenarios and key operational metrics
Process	Should address master to-be process list, product gaps and resolutions, prototype "proofs of concept", business rules
Data	Should address COA structure, conventions, global/local data standards, legacy data cleansing
RICE	Should address data conversion approach, interface approaches, report conceptual designs, extensions/modifications conceptual designs
Architecture	Should address capacity requirements, detailed architecture definitions, security/controls approach
Organization	Should address Organization design, alignment with benefits, job roles, change impact, communications plan
Training	Should address organizational scope, high level curriculum, delivery program outline
Testing	Should address business scenarios, test strategies, test environment requirements
Project summary	Should address critical business issues, project risks & mitigations, stakeholder action plan, Updated IBM Project Plan

**Delivery:** IBM will deliver one copy of this document in electronic format.

#### A.4: Future Organization Scope and Requirements

**Purpose:** This document provides the basis for agreement with the Commonwealth on the scope, nature, and priorities of organization design that are required to achieve the objectives of this FMS implementation project. This will focus effort on those areas that are critical to the initiative's success. The report should be discussed and reviewed extensively with the stakeholders, and agreement with it forms the basis for all future organization design work.

**Content:** The deliverable, estimated to be up to 20 pages long, will consist of the following, as appropriate:

Section	Definition
Scope	Should describe departments, divisions, agencies and other entities involved in redesign, legacy systems, post-live support model, risks & contingencies, cut-over plan
Elements	Describe the behaviors, structure and enablers of the organizations to be addressed.
Design Points	Outline the principal organizational changes to be made
Benefit	Describe the costs, risks and associated value of meeting the proposed design points.
Signoff	Signoff from each sponsor indicating agreement

**Delivery:** IBM will deliver one copy of this document in electronic format.

#### A.5: Solution Book (Draft and Final)

**Purpose:** The Solution Book provides the documentation the business solution, including processes, systems, and organization. This becomes the basis for training business users on how the business needs to function, and serves as the key input on analyzing the new environment and implementing

operational or technical improvements. The Solution Book becomes the new “AS-IS” documentation, which is essential for any continuous improvement program.

**Content:** The deliverable, estimated to be up to 200 pages long, will consist of the following, as appropriate:

Section	Definition
Process	Should address application configuration, work flows
RICE	Should address interface specifications, extensions/modifications specifications
Architecture	Should address version and service pack levels, batch schedule, performance test results, policies and procedures
Organization	Should address detailed organization definition, job responsibilities, unit & job performance metrics
Training	Should address detailed training plan, detailed curriculum
Testing	Should address unit test reports, integration test approach and results

### A.6: Change Readiness Assessment

**Purpose:** The Change Readiness Assessment provides a clear picture of the organization's readiness to change so that the transition strategy can properly address issues with planned interventions and activities.

**Content:** The deliverable, estimated to be up to 100 pages long, will consist of the following, as appropriate:

Section	Definition
Summary	The report will include a summary of any survey results and a detailed description of each readiness issue and potential risk.

### A.7: Transition Plan

**Purpose:** The purpose of the Transition Plan deliverable is to provide a document that describes how an organization will approach the change process and address expected organizational impacts. This Plan summarizes and defines the overall approach that an organization will take to implement its new capabilities as well as its required direction.

**Content:** The deliverable, estimated to be up to 150 pages long, will consist of the following, as appropriate:

Section	Definition
Plan	Should address final system acceptance, “operate” handover and support, cutover sequence, legacy retirement, contingency procedures, customer/supplier communications, business mobilization support, risk mitigation, post-live model, readiness assessment, cost & economics
Project summary	Should address critical business issues, Updated IBM Project Plan

### A.8: Acceptance Test Report

**Purpose:** The Acceptance Test Report is the executive summary of the acceptance test result data. It includes analysis of result information to allow management decisions, based on risk, on whether to proceed to project implementation, or whether more testing is required.

**Content:** The deliverable, estimated to be up to 10 pages long, will consist of the following, as appropriate:

Section	Definition
Results	Should address final system acceptance, summary of test results and remediations required.
Recommendation	Should address design gaps, new requirements or outstanding discrepancies and their plan for resolution.

### A.9: Go-Live Authorization

**Purpose:** The Go-Live Authorization provides the critical control point in the transition process. A conscious GO/NOGO decision is made by the project sponsor and stakeholders based on previously agreed criteria used by the Readiness Assessment. Rarely are Go-Live decisions risk-free. The Go-Live Authorization places control in the hands of the business to assess and manage the risks of Go-Live.

**Content:** The deliverable, estimated to be up to 50 pages long, will consist of the following, as appropriate:

Section	Definition
Planning	Should address acceptance report, user training assessment, customers/suppliers, IT readiness, production environment, legacy systems, post-live support model, risks & contingencies, cut-over plan
Signoff	Go-Live signoff

**Delivery:** IBM will deliver one copy of this document in electronic format.

### A.10: Post Implementation Checkpoint Report

**Purpose:** This report is the final sign-off that completes the transition process.

**Content:** The deliverable, estimated to be up to 10 pages long, will consist of the following, as appropriate:

Section	Definition
Summary	Should address support assessment, and any lessons learned in the cut-over and post-implementation period.
Signoff	Post Implementation signoff

**Delivery:** IBM will deliver one copy of this document in electronic format.

### FAMS

All of the following Deliverables are Type IIa Materials.

### A.11: IBM Fraud and Abuse Management System Machine Readable Licensed Material.

**Purpose:** IBM will provide one copy of the IBM Fraud and Abuse Management System machine readable Licensed Materials.

**Content:** Executable program modules, report parameters, and data definition parameters.

**Delivery:** IBM will deliver these materials electronically.

### **A.12: Peer Groups and Behavior Models Document**

Purpose: This document describes the Commonwealth of Virginia's peer groups and behavior models, as identified in "Select Provider Specialties/Peer Groups and Create Behavior Models", to be included in the IBM Fraud and Abuse Management System.

Content: For each peer group, this document identifies the model structure, describes the individual features and lists the driver data to be used during feature generation. This document is estimated to be 10 to 15 pages in length.

Delivery: IBM will deliver one paper copy of this document.

### **A.13: User Guide**

Purpose: This documentation explains how the IBM Fraud and Abuse Management System functions are used.

Content: This on-line documentation consists of:

- System introduction
- System function descriptions

Delivery: IBM will deliver this documentation electronically.

### **A.14: Report Guide**

Purpose: This documentation describes the standard reports which have been implemented within the IBM Fraud and Abuse Management System.

Content: This on-line documentation consists of:

- Standard report titles and descriptions
- Report layouts

Delivery: IBM will deliver this documentation electronically.

### **A.15: Feature Library**

Purpose: This documentation describes the features available in the IBM Fraud and Abuse Management System to profile providers.

Content: This on-line documentation consists of:

- Lists of features
- Feature descriptions
- Value calculation methodology
- Use of the feature

Delivery: IBM will deliver this documentation electronically.

### **A.16: Administrator Guide**

Purpose: This documentation describes the operations of the IBM Fraud and Abuse Management System for the technical personnel involved with the implementation and support of the IBM Fraud and Abuse Management System.

Content: This on-line documentation consists of:

- About This Administration Guide
- Post-Installation Setup
- Database Table Maintenance
- Reports and Database Wizard

Delivery: IBM will deliver this documentation electronically.

### **A.17: System Architecture Charts**

Purpose: These charts display the physical IBM Fraud and Abuse Management System architecture including hardware and software.

Content: These charts, estimated at 12 to 15 pages, consists of:

- Client and Server hardware elements
- Client and Server software
- Network hierarchy and protocols

Delivery: IBM will deliver these charts electronically.

### **A.18: Feature Values and Scores for Two (2) Peer Groups**

Purpose: The data represented by the values and scores are based on client specific and familiar input data that will be used by students in the training session labs; thereby enhancing the learning experience.

Content: Database tables loaded with feature values and scores created using the IBM Fraud and Abuse Management System processes.

Delivery: IBM will deliver the values and scores electronically.

### **A.19: Training Materials**

Purpose: Provide the student a personal, working copy of the training materials presented during "IBM Fraud and Abuse Management System Training".

Content: These materials, estimated at 180 pages, consist of:

- Goals and Objectives statements
- Definitions
- Graphics
- Worksheets

Delivery: IBM will deliver one paper copy of the materials to each student.

## **A.20: Service Level Extract Guide**

**Purpose:** This documentation provides the information necessary to generate the IBM Fraud and Abuse Management System Service Level Extract file. This file, the feature driver table data and the value feature list are the required inputs to the feature value generation process of IBM's Fraud and Abuse Management System.

**Content:** This on-line documentation contains the file layout, field descriptions, flag and feature references, and sort sequences for the service level extracts.

**Delivery:** IBM will deliver this documentation electronically.

## **A.21: Project Plan**

**Purpose:** It defines the planned start and finish dates for, and the dependencies between, all the work needing to be tracked to deliver the project units which the organizational unit is responsible. These work units, which all together define the work to be accomplished, are often presented in a hierarchy made of phases, activities, and tasks.

**Content:** The project plan will consist of the following, as appropriate:

- Task Names
- Planned Start dates
- Planned Completion dates
- Dependencies

**Delivery:** IBM will deliver one copy of this document in electronic format.

## **A.22: Requirements Definition**

**Purpose:** This captures business requirements, to include process, functional, and non-functional requirements

**Content:** The Requirements Definition document, will consist of the following, as appropriate:

- Business Requirements
- Process Requirements
- High level Functional Requirements
- High level Non Functional Requirements

**Delivery:** IBM will deliver one copy of this document in electronic format.

## **A.23: Hardware Purchase Recommendations**

**Purpose:** This is used to define hardware needs and make purchase recommendations.

**Content:** This deliverable will consist of the following, as appropriate:

- System configuration (Operational architecture)
- Sizing parameters for types of environments
- Hardware requirements for each required environment



**Delivery:** IBM will deliver one copy of this document in electronic format.

#### **A.24: BPA/Gap Analysis**

**Purpose:** This is used to define and document the business processes to be modeled.

**Content:** This deliverable will consist of the following, as appropriate:

- As-is Swim lane diagrams
- As-is Process and Flow diagrams
- To-be Swim lane diagrams
- To-be Process and Flow diagrams
- Process Gap analysis

**Delivery:** IBM will deliver one copy of this document in electronic format.

#### **A.25: Detailed Design Document**

**Purpose:** This is used to define and document the system and technical architecture.

**Content:** This deliverable will consist of the following, as appropriate:

- System context diagram
- Operational Architecture
- Component Architecture
- Application Architecture

**Delivery:** IBM will deliver one copy of this document in electronic format.

#### **A.26: Test Plan**

**Purpose:** To be used to plan test activities including development of test scripts, potential tool usage, test execution and reporting procedures, as well as test process.

**Content:** This deliverable, will consist of the following, as appropriate:

- Test process
- Test coverage
- Test scripts
- Test environment
- Test case definitions

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.27: Training Plan**

**Purpose:** The Training Plan is used to structure and schedule training activities.

**Content:** This deliverable will consist of the following, as appropriate:

- Training Process
- Training Schedule
- Training Activities
- Training Material Definition
- Training Deployment

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.28: Finalized Integrated Project Plan**

**Purpose:** It defines the planned start and finish dates for, and the dependencies between, all the work needing to be tracked to deliver the project units which the organizational unit is responsible. These work units, which all together define the work to be accomplished, are often presented in a hierarchy made of phases, activities, and tasks.

**Content:** The project plan will consist of the following, as appropriate:

- Task Names
- Planned Start dates
- Planned Completion dates
- Dependencies

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.29: Business Process Design**

**Purpose:** This captures business requirements, to include process, functional, and non-functional requirements

**Content:** The Business Requirements document will consist of the following, as appropriate:

- Business Requirements
- Process Requirements
- Functional Requirements
- Non Functional Requirements

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.30: Test Strategy**

**Purpose:** To be used to plan test activities including development of test scripts, potential tool usage, test execution and reporting procedures, as well as test process.

**Content:** This deliverable will consist of the following, as appropriate:

- Test process
- Test coverage

- Test scripts
- Test environment
- Test case definitions

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.31: Conversion Strategy**

**Purpose:** To identify the approach and steps required to successfully cut over to the new production software environment.

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.32: Initial Configuration Guide**

**Purpose:** This is used to define and document the system and technical architecture.

**Content:** This deliverable will consist of the following, as appropriate:

- System context diagram
- Operational Architecture
- Component Architecture
- Application Architecture

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.33: Training Guide**

**Purpose:** The Training Guide is used to structure and schedule training activities.

**Content:** This deliverable will consist of the following, as appropriate:

- Training Process
- Training Schedule
- Training Activities
- Training Material Definition
- Training Deployment

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.34: Project Notebook**

**Purpose:** To provide documentation to support tasks performed throughout implementation

**Delivery:** IBM will deliver one hard copy of key deliverables.

### **A.35: Application Inventory**

**Purpose:** IBM will provide a consolidated list of Applications being maintained in relationship to this agreement on a quarterly basis.

**Content:** The list will consist of the following, as appropriate:

- The name of the Application
- The agency supported
- The type of application, custom or third party
- The third party vendors name

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.36: End User Acceptance Test Report**

**Purpose:** IBM will provide an end user Acceptance report as specified in the test plan at the end of each User Testing phase.

**Content:** The report will consist of the following, as appropriate:

- Documented detailed test results
- Documented summary test results
- Test conclusions

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.37: Policies and Procedures Manual**

**Purpose:** IBM will provide a Policies and Procedures manual describing how IBM and the Commonwealth will work together and interact with any other service providers.

**Content:** The manual will consist of the necessary policies and procedures to conduct maintenance activities. The following list has sample procedures but total content will be determined in collaboration with the Commonwealth:

- Over interface policy
- Project Management procedures
- Requirements Management procedure
- Change Management procedure
- Problem Management procedure
- Issue Management procedure
- Risk Management procedure
- Quality Management procedure
- Communication Management procedure
- Other determined procedures

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.38: Project Control Book**

**Purpose:** IBM will provide a PCB of all project related materials for each project.

**Content:** The PCB will contain the following sections, as appropriate:

- 0: Standards and Procedure
- 1: Organization People and Resources
- 2: Milestones
- 3: Work Plans and Actuals
- 4: Meetings
- 5: Risks
- 6: Changes
- 7: Issues
- 8: Deliverables
- 9: Sponsor Agreements
- 10:Suppliers
- 11:Requirements
- 12:Quality

**Delivery:** IBM will deliver one copy of this document in electronic format.

### **A.39: Projects In-Process Report**

**Purpose:** IBM will provide Quarterly Projects In-Progress Report which contains a detail list of projects currently under development by the maintenance team.

**Content:** The report will consist of the following, as appropriate:

- Status on schedule for each project
- Status on hours on each project
- Hours summary of each project
  - Hours originally estimated
  - Hours expended during this reporting period
  - Hours expended to date
  - Estimated remaining hours
- Project change control summary for each project
- Other items of importance

**Delivery:** IBM will deliver one copy of this document in electronic format.

## Appendix B: Project Procedures

### B – 1: Project Change Control Procedure

The following process will be followed if a change to this SOW is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. IBM will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IBM will invoice the Commonwealth for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

### B – 2: Deliverable Materials Acceptance Procedure

Except for Status Reports, IBM Project Plan, Intellectual Property Services Components, and code, each Deliverable Material as defined in Appendix A – Deliverable Materials Guidelines will be reviewed and accepted in accordance with the following procedure:

- One (1) printed draft of the Deliverable Material will be submitted to the Commonwealth's Project Manager. It is the responsibility of Commonwealth's Project Manager to make and distribute additional copies to any other reviewers.
- Within five (5) business days of receipt, the Commonwealth's Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no response from the Commonwealth's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted.
- The IBM Project Manager will consider the Commonwealth's timely request for revisions, if any, within the context of IBM's obligations as stated in Appendix A – Deliverable Materials Guidelines.
- Those revisions agreed to by IBM will be made and the Deliverable Material will be resubmitted to the Commonwealth's Project Manager, at which time the Deliverable Material will be deemed accepted.
- Those revisions not agreed to by IBM will be managed in accordance with Appendix B-1 Project Change Control Procedure.
- Any conflict arising from this Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix B-3.

### B – 3: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

When a conflict arises between the Commonwealth and IBM, the project team member(s) will first strive to work out the problem internally.

- Level 1: If the project team cannot resolve the conflict within two (2) working days, the Commonwealth's Project Manager and IBM Project Manager will meet to resolve the issue.

- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Commonwealth's Executive Sponsor will meet with the IBM Project Executive to resolve the issue.
- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with Appendix B-1 Project Change Control Procedure.
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW. If the conflict is addressed by termination, the Commonwealth agrees to pay IBM for a) all Services IBM provides and any Products and Materials IBM delivers through termination, b) all expenses IBM incurs through termination, and c) any charges IBM incurs in terminating the Services.
- During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The Commonwealth agrees to pay invoices per the Agreement.

## Appendix C: Minimum FAMS Operating Environment

### Database, Feature Generation & File Server

#### Hardware:

Intel Based Server with

- dual 2.4 GHz processors
- 2 GB Memory
- 30 GB Disk Storage with RAID capability
- 20/40 GB DLT Tape Drive (or alternate backup/restore process)

#### Software:

Windows NT Server Version 4.0, Windows 2000 Server, or Windows 2003 Server

MS Internet Explorer Version 4.0+

Database Server Software (select one)

- DB2 Universal Database Workgroup Edition Version 8.2
- Oracle Database 9i Standard Edition Version 9.2.0.1
- Microsoft SQL Server 2000

### Client Workstation

#### Hardware:

Intel Based Workstation with

- single 1.8 GHz processor
- 512 MB Memory (1+ GB recommended)
- 10 GB Disk Storage (50 MB for FAMS software)

#### Software:

Windows NT Workstation Version 4.0, Windows 2000, or Windows XP SP1

MS Internet Explorer Version 4.0+

Database Enablement Software (select one)

- DB2 Universal Database Run-Time Client Version 8.2
- Oracle Database 9i Client 9.2.0.1
- MS SQL Server 2000 Driver for JDBC and MS Data Access Components (MDAC)  
Version 2.7

**Note 1.** Claim reporting via the FAMS Reports and Database Wizard requires access to an ODBC compliant relational database management system containing the claim information.

**Note 2.** Support beyond the minimum configuration shown above is provided for additional hardware server types (i.e., S/390, RISC), number of servers, and operating systems (i.e., OS/390, AIX) supporting the required databases and files.

**Note 3.** A Windows NT, Windows 2000, or Windows 2003 server is required for the Feature Generation server.

**Note 4.** In a DB2 Universal Database environment, at least one client workstation needs to be installed with DB2 Universal Database Administration Client Version 8.2.



## Appendix D: Application Portfolio

Agency	Tower	Application Name	Application Type
ABC	Cross Functional	Document Imaging	Custom-built – Agency only
ABC	Cross Functional	Transnet	Commercial package – Agency only
DCR.	Cross Functional	Conservation Reserve Enhancement Program	Custom-built – Agency only
DCR.	Cross Functional	IDSS	Custom-built – Agency only
DHRM.	Cross Functional	Agency Web Portal	Custom-built – State wide
DOA.	Cross Functional	Reportline - Web Reports Viewing and Downloading Site	Custom-built – State wide
DOAV.	Cross Functional	AIMS	Custom-built – Agency only
DOAV.	Cross Functional	FOSNT	Commercial package – Agency only
DOF.	Cross Functional	IMS	Custom-built – Agency only
DOF.	Cross Functional	NIMS	Custom-built – Agency only
DPB.	Cross Functional	FATS	Custom-built – State wide
DPB.	Cross Functional	WebBears	Custom-built – State wide
DSS.	Cross Functional	CARS Interface - Bi-directional interface	Custom-built – Agency only
DSS.	Cross Functional	eVA Interface	
DSS.	Cross Functional	LASER Interface	Custom-built – Agency only
DVS.	Cross Functional	One-VA VPN-VA applications	Commercial package – Agency only
FDFF.	Cross Functional	FSTRS	Custom-built – Agency only
LVA	Cross Functional	Access	Custom-built – Agency only
VADOC.	Cross Functional	Information Data System	Custom-built – Agency only
VADOC.	Cross Functional	OBSCIS	Custom-built – Agency only
VADOC.	Cross Functional	Public Web Site	Custom-built – Agency only
VADOC.	Cross Functional	Security Threat Group	Custom-built – Agency only
VADOC.	Cross Functional	State Police Interface	Custom-built – Agency only
VADOC.	Cross Functional	VACCIS	Custom-built – Agency only
VADOC.	Cross Functional	Virginia Parole Board	Custom-built – Agency only
VADOC.	Cross Functional	Virtual Library	Custom-built – Agency only
VDEM.	Cross Functional	ETD	Custom-built – Agency only
VDEM.	Cross Functional	HMBP	
VDOT.	Cross Functional	TRNS*PORT	Commercial package – Agency only
	Cross Functional	NFIRS (VFIRS)	Commercial package – State wide
DGS.	Administration	First Service (Web-based Trouble Call Reporting tool for Facilities Management Calls)	Custom-built – Agency only
DGS.	Administration	Maximus - Facilities Focus (Real Property & Leasing Modules-PLATS)	Commercial package – Agency only
DGS.	Administration	Maximus Facilities Focus (Facilities Management and Inventory -FME)	Commercial package – Agency only
DOA.	Administration	FAACS - Fixed Asset Accounting and Control System	Custom-built – State wide
TRS.	Administration	VAPS - Virginia Agency Property System	Custom-built – Agency only
VDOT.	Administration	Equipment Management System (EMS)	Custom-built – Agency only
VDOT.	Administration	Program Project Management System (PPMS)	Custom-built – Agency only
VDOT.	Administration	Right of Way and Utility Management System (RUMS)	Custom-built – Agency only
ABC	Administration	Lease & Facility Mgt.	Custom-built – Agency only
DCR.	Administration	Vehicle Maintenance System	Custom-built – Agency only
DMME.	Administration	Fleet Management	Custom-built – Agency only
DMV.	Administration	DMV Facilities System - Tracks contracts, leases and maintenance for all DMV owned and leased property. Other facility related data, such as aquired date, occupied date, address, building square footage, etc. is maintained also.	Custom-built – Agency only
NVTC.DMHMRSAS.	Administration	Fixed & Controllable Asset DB	Custom-built – Agency only
SSVTC	Administration	Toolbook	Commercial package – Agency only
TRS.	Administration	UPS- Unclaimed Property System	Custom-built – Agency only
VDACS	Administration / Inventory	PCISYS-Computer equipment inventory system. Allows for tracking of computer equipment, including purchase information, maintenance information, and disposal information.	Custom-built – Agency only
VEC.	Administration	Inventory / Purchasing - maintains agency supplies inventory.	Custom-built – Agency only
VEC.	Administration	Property Accounting - used to maintain agency property records in lieu of FAACS.	Custom-built – Agency only
ABC	Administration	Records Management	Custom-built – Agency only
ABC	Administration	Supply & Equipment	Custom-built – Agency only
DCJS.	Administration	Computer Equipment Inventory System	Custom-built – Agency only
SSVTC	Administration	Transportation Tracking System	Custom-built – Agency only
DCR.	Administration	NH Project Tracking System	Custom-built – Agency only
DGS.	Administration	Equipment Management System (EMS - Manages Fleet Pool Cars - A VDOT system scheduled to be replace 9/2005)	Custom-built – Agency only
DGS.	Administration	Parking-CAPS	Custom-built – Agency only
DGS.	Administration	TripCar (Fleet Management Rental Car Reservation Web System)	Custom-built – Agency only
DMHMRSAS.	Administration	DataStream-Maint. Mgt. Sys.	Commercial package – Agency only
DMV.	Administration	Attendance Reporting System	Custom-built – Agency only
DOAV.	Administration	Aircraft Licensing	Custom-built – Agency only
DVS.	Administration	BOSS-Burial Operating Support System	Commercial package – State wide
SSVTC	Administration	MP2	Commercial package – Agency only
TRS.	Administration	VACC-Auto Insurance	Commercial package – Agency only
VADOC.	Administration	Adult Grievance System	Custom-built – Agency only
VADOC.	Administration	DOCNET Intranet	Custom-built – Agency only
VADOC.	Administration	PreSentence Investigator	Custom-built – Agency only
VADOC.	Administration	Visitor Tracking	Custom-built – Agency only
VDACS	Administration	Vehicle-Allows for tracking of agency-owned and state-owned vehicles used by agency employees.	Custom-built – Agency only
VDEM.	Administration	Jurisdictions - local emergency management information	Custom-built – State wide
VDEM.	Administration	Lat/Long -predict flying times/distances	Custom-built – Agency only
VDEM.	Administration	Medflight - track response of Medflight helicopters	Custom-built – Agency only
VDEM.	Administration	Online EOC - Contacts database	Custom-built – State wide

VDOT.	Finance	Cash Forecasting	Commercial package – Agency only
VDOT.	Finance	Financial Management System (FMSII)	Commercial package – Agency only
VDOT.	Finance	Financial Planning - Budget Spreadsheet	Custom-built – Agency only
VSP.	Finance	GLS - General Ledger System	Custom-built – Agency only
ABC	Finance	Financial System	Commercial package – Agency only
DCE.	Finance	CarsTran - CARS transaction analysis and reporting tool	Custom-built – Agency only
DCE.	Finance	FIREs - Financial Information and Reporting System	Custom-built – Agency only
DCR.	Finance	Account Receivable System	Custom-built – Agency only
DCR.	Finance	Budget Tracking System	Custom-built – Agency only
DCR.	Finance	Finance Monthly Reports	Custom-built – Agency only
DCR.	Finance	Revenue Tracking System	Custom-built – Agency only
DEQ	Finance	Oracle Financials	Commercial package – Agency only
DMA	Finance	Cash Management System	Custom-built – Agency only
DMME.	Finance	Accounts Payable	Custom-built – Agency only
DMME.	Finance	Budget Forecasting/Tracking	Custom-built – Agency only
DMME.	Finance	Federal Drawdowns	Custom-built – Agency only
DMME.	Finance	Financial Management Assistance (Grant Ledger, Coal Mine Pool Bond Tracking, Coal Mine Bond Forfeiture Tracking, Inter-Agency Transfer, Accounts Receivables)	Custom-built – Agency only
DMME.	Finance	Fixed Assets Accounting (FAACS)	Custom-built – Agency only
DMV.	Finance	Accounts Receivable System	Custom-built – Agency only
DOA.	Finance	CARS - Commonwealth Accounting and Reporting System	Custom-built – State wide
DOA.	Finance	FINDS - Financial Information Downloading System	Custom-built – State wide
DOAV.	Finance	AAS	Custom-built – Agency only
DPB.	Finance	BudgetWise	Custom-built – Agency only
DPB.	Finance	ExpendWise	Custom-built – Agency only
DRS/WWRC	Finance	Budget (agency distribution of funds)	Custom-built – Agency only
DRS/WWRC	Finance	Voucher (invoice processing)	Custom-built – Agency only
NVTC.DMHMRSAS.	Finance	Peachtree	Commercial package – Agency only
TRS.	Finance	LGIP: Local Government Investment Pool	Custom-built – Agency only
TRS.	Finance	Recon Plus - Reconciliation	Commercial package – Agency only
TRS.	Finance	Series II - LGIP and Trust Accounting	Commercial package – Agency only
VADOC.	Finance	Inmate Trust	Custom-built – Agency only
DMHMRSAS.	Finance	FMS-Financial Management System	Commercial package – Agency only
VDACS	Finance	BUDSYS-Budgetary System. Used to develop the budget according to requirements of the Dept. of Planning and Budget, and to record budgetary changes during the course of the budget cycle. Helps to prepare adjustments to PROBUD.	Custom-built – Agency only
VDACS	Finance	FINSYS-Financial Management System. Used to enter and validate all financial transactions to be fed to CARS, and to produce management reports.	Custom-built – Agency only
VDACS	Finance	Revenue Management System-used to bill and collect receivables for multiple program areas. Good management reporting capability.	Custom-built – Agency only
VDEM.	Finance	Invoice Tracking - financial	Custom-built – Agency only
VDEM.	Finance	Pay Tracker - financial	Custom-built – Agency only
VDEM.	Finance	SPCC - financial	Custom-built – Agency only
VDH	Finance	Financial and Administrative Service System	Custom-built – Agency only
VEC.	Finance	SESA (budget, general ledger, cost accounting, etc) used for required Federal grants management cost allocations & reporting.	Commercial package – Agency only
VITA	Finance	CARS interface	Custom-built – Agency only
VMFA	Finance	MIP - Not for Profit Accounting	Commercial package – Agency only
DMAS.	Finance	Oracle Financials	Commercial package – Agency only
DMV.	Finance	Oracle Financials	Commercial package – Agency only
DSS.	Finance	BRS Budget Request System	Custom-built – Agency only
DSS.	Finance	Cost Allocation	Custom-built – Agency only
DSS.	Finance	FAAS 11i - Financial system - General Ledger, Accts Payable and Purchasing	Commercial package – Agency only
DSS.	Finance	LASER 11i - Local Agency Reimbursement	Commercial package – Agency only
DSS.	Finance	SUPE Batch System for payments received	Custom-built – Agency only
DGS.	Finance	PeopleSoft Financials 8.4 (GL, AP, AR, Budget)	Commercial package – Agency only
VITA.	Finance	Peoplesoft AP, GL, AR, AM, Purchasing	Commercial package – Agency only
VITA.	Finance	VITA Budget(BERT)	Custom-built – Agency only
ABC	Finance	Wine Tax	Custom-built – Agency only
DCE.	Finance	AmexDB - Amex spending tracking and reporting tool	Custom-built – Agency only
DMAS.	Finance	Third Party Liability Recovery System	Custom-built – Agency only
DMHMRSAS.	Finance	AVATAR-Client Billing	Commercial package – Agency only
DMHMRSAS.	Finance	CSB Quarterly Reporting	Custom-built – Agency only
DMV.	Finance	Refund System	Custom-built – Agency only
DMV.	Finance	Returned Check System	Custom-built – Agency only
DOA.	Finance	Complete statewide financial management systems inventory available upon request	
DOA.	Finance	EDI - Electronic Data Interchange	Commercial package – State wide
DSS.	Finance	APECS Payments and Case mgmt for Child Support	Custom-built – Agency only
DSS.	Finance	ARCHKS	Custom-built – Agency only
DSS.	Finance	RMS - Statistical Random Moment Sampling	Custom-built – Agency only
TRS.	Finance	Civitas - Risk Management Claims System	Custom-built – Agency only
TRS.	Finance	ED2 - Check Formatting Software	Commercial package – Agency only
TRS.	Finance	Postal Soft - Postal Service coalition software	Commercial package – State wide
TRS.	Finance	SPDA	Custom-built – Agency only
VDEM.	Finance	Application Tracker - financial	Custom-built – Agency only
VDEM.	Finance	Grant Tracker - financial	Custom-built – Agency only
VDEM.	Finance	Incident Tracking - financial	Custom-built – Agency only
VDEM.	Finance	OCF Tracker - financial	Custom-built – Agency only
VSP.	Finance	CHB - Criminal History Billing	Custom-built – Agency only
VSP.	Finance	FTB - Firearms Transaction Billing	Custom-built – Agency only
VSP.	Finance	VEX - Vehicle Expense	Custom-built – Agency only

DCE.	Human Resources	Applicant Tracking System (ATS)	Custom-built – Agency only
DGS.	Human Resources / Time and Labor	PeopleSoft 8.1 (Applicant Intake and Tracking)	Commercial package – Agency only
DHRM.	Human Resources	Applicant flow	Custom-built – State wide
DMME.	Human Resources / Applicant Intake and Recruiting	Applicant Tracking	Custom-built – Agency only
DMV.	Human Resources / Applicant Intake and Recruiting	Online State Application - Allows internal and external customers to apply for DMV jobs via the Internet	Custom-built – Agency only
DPB.	Human Resources	Applicant Tracking and Employee Training	Custom-built – Agency only
DRS/WWRC	Human Resources / Applicant Intake and Recruiting	Applicant Tracking (vacant position / hire process)	Custom-built – Agency only
DSS.	Human Resources	HRMTrack State and Local position and applicant tracking	Custom-built – Agency only
DSS.	Human Resources	Recruitment	Custom-built – Agency only
VDACS	Human Resources / Applicant Intake and Recruiting	Applicant Tracking.	Custom-built – Agency only
VDEM.	Human Resources	Action Tracking System-track resource request, etc during declared emergencies	Custom-built – Agency only
VEC.	Human Resources	Time & Leave Recordkeeping - captures timesheet data used by the SESA grants management accounting system.	Custom-built – Agency only
VSP.	Human Resources	LAUD - Leave Audit	Custom-built – Agency only
VSP.	Human Resources	OTP - Overtime Payroll	Custom-built – Agency only
ABC	Human Resources	Human Resources	Custom-built – Agency only
ABC	Human Resources	Incident Based Reporting	Commercial package – Agency only
DCE.	Human Resources	Local Employee Tracking System (LETS)	Custom-built – Agency only
DCJS.	Human Resources	HRIS - Human Resource Tracking System	Custom-built – Agency only
DCR.	Human Resources	Employee Phone Directory	Custom-built – Agency only
DCR.	Human Resources	HR Profile	Custom-built – Agency only
DHRM.	Human Resources	BES - The Benefits Eligibility System (BES) was developed in 1988 and is a subsystem of PMIS. Benefits Administrators across the Commonwealth use the system to determine eligibility and enroll employees, retirees, and extended coverage beneficiaries in th	Custom-built – State wide
DHRM.	Human Resources	BES-VIPERS interface	Custom-built – State wide
DHRM.	Human Resources	EEO Assessment	Custom-built – State wide
DHRM.	Human Resources	EEO Calculator	Custom-built – State wide
DHRM.	Human Resources	PMIS - The Personnel Management Information System (PMIS) is an on-line transaction-based system. PMIS contains employee and benefits records of all active and separated employees for the executive branch, higher education faculty, and employees of certai	Custom-built – State wide
DHRM.	Human Resources	PMP - Perform Management rating evaluation for an employee	Custom-built – State wide
DHRM.	Human Resources / Applicant Intake and Recruiting	RECRUIT - The state's job posting system. It combines PMIS data with data provided by agencies to produce descriptions of vacant classified positions for which the state is currently recruiting.	Custom-built – State wide
DHRM.	Human Resources / Applicant Intake and Recruiting	Workforce Query tools	Custom-built – State wide
DMA	Human Resources	Human Resources / Position Control	Custom-built – Agency only
DMHMRSAS.	Human Resources	EEO Tracking	Custom-built – Agency only
DMV.	Human Resources / Time and Labor	HR Interface - Application allows for flexible reporting on bi-weekly PMIS downloads in addition to other functions as follows:Standard classified/P-14 reporting; Applicant tracking; Alternate work schedule reporting; EWP ratings; Performance Plan trackin	Custom-built – Agency only
DOA.	Human Resources / Payroll	CIPPS - Commonwealth Integrated Personnel and Payroll System	Commercial package – State wide
DOA.	Human Resources / Payroll	Payline - Web Payroll/Leave Information Site	Custom-built – State wide
DRS/WWRC	Human Resources	EEO (Equal Employment Opportunity)	Custom-built – Agency only
DRS/WWRC	Human Resources	HRS (employee information)	Custom-built – Agency only
DRS/WWRC	Human Resources / Payroll	Payroll (employee pay)	Custom-built – Agency only
DRS/WWRC	Human Resources	Resource Directory	Custom-built – Agency only
DSS.	Human Resources	LETS - COTS Local Employer Tracking System	Commercial package – Agency only
NVTC.DMHMRSAS.	Human Resources	Human Resource	Custom-built – Agency only
SSVTC	Human Resources	Human Resource & Tracking System	Custom-built – Agency only
VADOC.	Human Resources / Payroll	Inmate Payroll	Custom-built – Agency only
VDACS	Human Resources / Time and Labor	PMIS-Allows for reporting of information from the state Personnel Management Information System.	Custom-built – Agency only
VDEM.	Human Resources	Rolodex - contact information	Custom-built – Agency only
VEC.	Human Resources	HR reporting - Uses CIPPS, PMIS & internally maintained files to provide HR reports that are not otherwise available.	Custom-built – Agency only
VITA.	Human Resources / Human Resources Management	Personnel System	Custom-built – Agency only
VSP.	Human Resources	HR - Human Resource Management	Custom-built – Agency only
VSP.	Human Resources	WAGE - Tracks Wage employees information and time	Custom-built – Agency only
VSP.	Human Resources	WARS - Weekly Activity Reporting System	Custom-built – Agency only
WSH.	Human Resources	HR Dbase	Custom-built – Agency only
ABC	Human Resources / Time and Labor	Time Keeping	Custom-built – Agency only
DGS.	Human Resources / Time and Labor	PeopleSoft 8.2 -(Time and Labor)	Commercial package – Agency only
WSH.	Human Resources	Sup Leave Dbase	Custom-built – Agency only
WSH.	Human Resources	TMKP--OTST	Custom-built – Agency only
DCE.	Human Resources / Applicant Intake and Recruiting	AESIS - Adult Enrollment and Student Info System	Custom-built – Agency only
DCE.	Human Resources	AESIS - Enrollment Certification	Custom-built – Agency only
DCJS.	Human Resources	Event Registration System	Custom-built – Agency only
DHRM.	Human Resources	EmployeeDirect - Employee portal for health benefits	Custom-built – State wide
DHRM.	Human Resources	ESP - Employee Sugestion Program	Custom-built – State wide
DHRM.	Human Resources / Applicant Intake and Recruiting	VirginiaJobs - Recruitment web portal for public	Custom-built – State wide
DSS.	Human Resources	Assisted Living	Custom-built – Agency only
DVS.	Human Resources	RVD-Representative Veterans Database	Custom-built – Agency only
DVS.	Human Resources	Veterans Database-State Approving Agency	Custom-built – Agency only
NVTC.DMHMRSAS.	Human Resources / Payroll	FMS	Commercial package – Agency only
NVTC.DMHMRSAS.	Human Resources	Kronos Timekeeping	Commercial package – Agency only
SSVTC	Human Resources / Payroll	KRONOS	Commercial package – Agency only
VADOC.	Human Resources	Background Investigations	Custom-built – State wide
VITA.	Human Resources	(Telco Budget and Resource Forecasting-Telco)	Custom-built – Agency only
VITA.	Human Resources	Budget & Resource Forecasting (CSS)	Custom-built – Agency only
WSH.	Human Resources	csdc9917	Custom-built – Agency only
WSH.	Human Resources	DBPoster	Custom-built – Agency only

DCJS.	Supply Chain Management	Shopping Cart - Client and Management interfaces	Custom-built – Agency only
DRS/WWRC	Supply Chain Management	e-Requisition (automated requisition approval flow)	Custom-built – Agency only
DCE.	Supply Chain Management	Raven - Purchase Order Entry	Custom-built – Agency only
DMME.	Supply Chain Management	Procurement (Requisitions/Orders/Receiving)	Custom-built – Agency only
VSP.	Supply Chain Management	MMS - Materials Management System	Custom-built – Agency only
VDOT.	Supply Chain Management	Web Inventory Management System (WebIMS)	Custom-built – Agency only
ABC	Supply Chain Management	Demand Forecasting	Commercial package – Agency only
ABC	Supply Chain Management	Inventory & Product Sales	Custom-built – Agency only
ABC	Supply Chain Management	Point of Sale	Commercial package – Agency only
ABC	Supply Chain Management	Warehouse Management System	Commercial package – Agency only
DCR.	Supply Chain Management	Inventory Tracking System	Custom-built – Agency only
DMME.	Supply Chain Management	Perpetual Inventory (Inventory control of office/garage expendable items)	Custom-built – Agency only
DMV.	Supply Chain Management	CSCNet Inventory Management: This is a set of functions and processes within the Customer Service Center Network ("CSCNet") that manages the receipt, recording, use, transfer and voiding/deleting of various inventory items used in the DMV customer service	Custom-built – Agency only
DMV.	Supply Chain Management	PIPS Inventory Update: This is a CSCNet application function that organizes and transmits inventory data from the CSCNet application at all the DMV customer service centers to the PIPS (Oracle) Inventory application; data on license plates, title document	Custom-built – Agency only
DGS.	Supply Chain Management	eVA - (DGS supported Systems including websites and Interface Message Broker)	Custom-built – State wide
DGS.	Supply Chain Management	eVA - eProcurement for state and local government (numbers include user administration for vendors and buyers)	Commercial package – State wide
DGS.	Supply Chain Management	Federal Surplus-Fed Surp	Custom-built – Agency only
DGS.	Supply Chain Management	Uniteq WMS21	Commercial package – Agency only
DMHRSAS.	Supply Chain Management	QS1-Pharmacy	Commercial package – State wide
DMV.	Supply Chain Management	PLADOS - Plate and decal ordering system. Tracks plate and decal consignment orders.	Custom-built – Agency only
DRS/WWRC	Supply Chain Management	IT asset tracking (characteristics of IT related devices)	Custom-built – Agency only
DVS.	Supply Chain Management	Achieve-Medical-Va.Veterans Care Center	Commercial package – Agency only
DVS.	Supply Chain Management	Genius-Billing-Va.Veterans Care Center	Commercial package – Agency only
DVS.	Supply Chain Management	Ivans-Medicaid-Va.Veterans Care Center	Commercial package – Agency only
DVS.	Supply Chain Management	Mealtracker-Dietary-Va.Veterans Care Center	Commercial package – Agency only
DVS.	Supply Chain Management	Q/S1-Pharmacy-Va.Veterans Care Center	Commercial package – Agency only
VADOC.	Supply Chain Management	SyteLine ERP	Commercial package – Agency only
VDOT.	Supply Chain Management	Asset Management System (AMS)	Custom-built – Agency only
VDOT.	Supply Chain Management	Automated Fuel Management Program (AFMP)	Commercial package – Agency only
VDOT.	Supply Chain Management	Integrated Six Year Program (iSYP)	Custom-built – Agency only
VDOT.	Supply Chain Management	PaRTS	Custom-built – Agency only
VEC.	Supply Chain Management	VITA Monthly Telecommunications Bill Cost Allocation - used to prepare cost allocation transactions to be fed to the SESA system.	Custom-built – Agency only
VITA.	Supply Chain Management	Contract Management Systems	Custom-built – Agency only
VITA.	Supply Chain Management	eVA Interface	Custom-built – Agency only
VITA.	Supply Chain Management	VIPER (Vendor Invoice Payment Rec.)	Custom-built – Agency only

## Appendix E: Defined Terms

**Applications (Application Software)** includes programs, supporting documentation and materials that perform end user related data processing functions that are either obtained from third parties, IBM or custom developed by the Commonwealth, as specified in Appendix D to this SOW.

**End User** is a user of services within and outside of the Commonwealth including the Commonwealth's employees, business units, vendors, customers, contractors, joint vendors, etc. who are authorized to use the Services.

**Level 1 Support (Level 1)** means: 1) answering the incoming call, (facsimile or e-mail, as applicable); 2) recording all calls; 3) gathering the end user information; 4) obtaining resource status; 5) accessing on-line information; 6) responding to end user requests for information; 7) handling routine product usage problems; 8) transferring calls to the appropriate support group; 9) dispatching on-site assistance; 10) opening the call record; 11) informing the end user of the status of a call; 12) calling the end user for further information; and 13) closing the call record. Level 1 Support consists of initial, basic call support.

**Level 2 Support (Level 2)** means 1) closing problem calls not closed by Level 1, exclusive of product defects; 2) documenting all actions in the call record; 3) calling the end user for further information; 4) performing root cause analysis, as required; 5) working with vendors, as appropriate, to resolve problems; 6) making recommendations for process and tool improvements; 7) contacting other support groups and organizations, as required; 8) dispatching on-site assistance, if needed; 9) interfacing with other systems, networks and operating system environments personnel; and 10) routing calls to other levels of support, as required. Level 2 Support consists of simple problem resolution.

**Level 3 Support (Level 3)** means 1) the on-site diagnosis and repair required to close the problem; 2) documenting all actions in the call record; 3) performing root cause analysis, as required; 4) working with vendors, as appropriate, to attempt to resolve problems; 5) making recommendations for process and tool improvements; and 6) contacting other support groups or organizations, as required. Level 3 Support consists of deep level support provided by specialists.

**Severity 1 (or Severity Level 1)** is a critical system, network or key application outage with critical impact on service delivery. No bypass or alternative is available and the outage typically affects multiple end users.

**Severity 2 (or Severity Level 2)** means a key component, application, critical system or Network is down, degraded or unusable. There is a potential critical impact on service delivery and no acceptable alternative or bypass is available.

**Severity 3 (or Severity Level 3)** means a component, minor application or procedure is down, unusable or difficult to use. There is some operational impact but no immediate impact on service delivery. An alternative or bypass is available.

**Severity 4 (or Severity Level 4)** means a component, procedure or personal application (not critical to the Commonwealth) is unusable. An alternative is available and deferred maintenance is acceptable.

**Severity Level** is the severity designation assigned to a problem call based on the criteria described in Severity Level 1 through Severity Level 4.

## Appendix F: Signature Document

An authorized signature on this page by the Commonwealth of Virginia indicates its acceptance of this Statement of Work.

### IBM Statement of Work for Services

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Appendices as specified in this IBM Global Services Proposal for Commonwealth of Virginia PPEA, dated August 5, 2005, and 2) the referenced Agreement identified below.

Agreed to:

Commonwealth of Virginia

By:

\_\_\_\_\_  
Authorized signature

Name (type or print):

Date:

Customer number:

Customer address:

**Project Name: Implementation Services and  
Application Management Services  
for PPEA Project**

Estimated Start Date:

Estimated End Date:

Agreed to:

**{International Business Machines  
Corporation}**

**{Armonk, New York 10504}**

By:

\_\_\_\_\_  
Authorized signature

Name (type or print):

Date:

Referenced Agreement Name {Agreement  
Name}

Referenced Agreement number: {Agreement #},  
dated {Agreement Date}

Statement of Work number:

IBM Office Address: